



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

Precision Production Grinding

Complete Assemblies

SFUND RECORDS CTR
2166-03265

3/16/92 CG

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

March 13, 1992

RECEIVED

MAR 19 1992

PRC ENVIRONMENTAL
MANAGEMENT, INC.

Mr. Chris Stubbs
South Coast Groundwater Section (H-6-4)
UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY
75 Hawthorne Street
San Francisco, CA 94105

Re: INFORMATION REQUEST FOR FLEETWOOD MACHINE PRODUCTS,
INC., FILE # 111.0435

Dear Mr. Stubbs:

Enclosed please find the response for Fleetwood Machine Products, Inc. (Respondent) as per your request, pursuant to § 104 of CERCLA (42 U.S.C § 9604(e) and § 3007 of RCRA (42 U.S.C. § 6927(a)). We are not responding for Fleetwood Electronics since Respondent, and its employees are in no way associated with its operation or ownership. Fleetwood Electronics leased property at this site.

This confidentiality claim is made for materials disclosed pursuant to Information Response number 3 since disclosure of the information:

1. Was not made to any other person except those noted in 42 U.S.C § 9604(e)(7)(E)(i);
2. is not required to be disclosed or otherwise available to the public under any other Federal or State law;
3. is likely to cause substantial harm to the competitive position of the company;
4. has not been reasonably obtainable without the business consent by other persons.

In particular, disclosure to competitors and the public of the Cooke Family Trust and the, as yet, unprobated will of Milwood Cooke would cause substantial harm to the company's business position.

000097

INFORMATION RESPONSE

Objections to Instructions:

Fleetwood Machine Products, Inc. (hereinafter referred to as "Respondent") objects to the instructions of the EPA inasmuch as they attempt to impose upon Respondent duties inconsistent with or beyond those set forth pursuant to, 42 U.S.C. § § 6927 and 9604, as well as Federal Rules of Civil Procedure (FRCP).

Objections to Definitions:

Respondent objects to the definitions of the EPA inasmuch as they attempt to extend terminology, meanings and statutory authority beyond that given pursuant to 42 U.S.C. § § 6927 and 9604. Respondent specifically objects to definition number eight in that materials as defined pursuant to § 9604(e)(2) require information disclosure for those "materials which have been or are generated, treated, stored or disposed of." Such definition does not extend to the terms "transported to or otherwise handled at" as outlined in the definition provided in the information request. Furthermore, § 6927, which provides for information disclosure on transportation and handling of hazardous waste does not incorporate the term "materials" within that section.

RESPONSE

All documents referred to in this response are contained as attachments to this response and are numbered to coincide with the question. Persons answering questions for Respondent include:

Bill Cooke, President
Karen Cooke, Production Control
Frank Fassnacht, Consultant

Interviews were conducted with persons suspected to have knowledge pertaining to particular questions. The names of those persons is listed herein. No documents are known to exist outside of Respondent's possession custody or control which are relevant to this information request.

Respondent Fleetwood Machine Products, Inc. makes the following responses to the information requested below:

1. **LIST THE EPA RCRA IDENTIFICATION NUMBERS OF THE RESPONDENT, IF ANY.**

CAD 983604901

2. **DESCRIBE THE NATURE AND DATES OF PRESENT AND PAST OPERATIONS AT THE FACILITY.**

From June, 1953 to the present respondent has manufactured machine parts from bar stock for both the military and commercial fields. Respondent does precision machining as well as

mechanical testing of components that have been manufactured at the facility. Respondent has always been a machine shop.

3. IDENTIFY THE CURRENT OWNER(S) OF THE FACILITY. STATE THE DATES DURING WHICH THE CURRENT OWNER OWNED, OPERATED, OR LEASED ANY PORTION OF THE FACILITY, AND PROVIDE COPIES OF ALL DOCUMENTS EVIDENCING OR RELATING TO SUCH OWNERSHIP, OPERATION, OR LEASE, INCLUDING BUT NOT LIMITED TO, PURCHASE AND SALE AGREEMENTS, DEEDS, AND LEASES.

Confidential. Cooke Family Trust and Fleetwood Machine Products, Inc.. See attached. (Confidential documents are separated in Attachment 3.)

4. IDENTIFY ALL PRIOR OWNERS OF THE FACILITY. FOR EACH PRIOR OWNER FURTHER IDENTIFY:

- a. THE DATES OF OWNERSHIP;
- b. ALL EVIDENCE THAT HAZARDOUS MATERIALS WERE RELEASED OR THREATENED TO BE RELEASED AT THE FACILITY DURING THE PERIOD THAT THEY OWNED THE FACILITY.

a. See Attachment 4 for Fleetwood Machine Products, Inc. response.

b. There is no evidence that hazardous materials were released or threatened to be released during the period prior owners owned the property.

5. IDENTIFY THE PRIOR OPERATORS AND LESSEES OF THE FACILITY. FOR EACH SUCH OPERATOR OR LESSEE, FURTHER IDENTIFY:

- a. THE DATES OF THEIR OPERATIONS AT OR LEASE OF THE FACILITY;
- b. THE NATURE OF THEIR OPERATIONS AT THE FACILITY;
- c. ALL EVIDENCE THAT HAZARDOUS MATERIALS WERE RELEASED OR THREATENED TO BE RELEASED AT THE FACILITY DURING THE PERIOD IN WHICH THEY WERE OPERATING AT THE FACILITY.

a and b. (Refer to Attachment 4 for additional documentation.)

Lessee - 15 December 1953-15 Dec. 1954
Fleetwood Grinding and Allied Precision Prds-Small
precision grinding business.

12 Dec. 1953 Wayne L. Mosley. Believed to be resident
of house.

8 Feb. 1974 to Feb. 1984 Milwood and Mildred Cooke lessee operators of machine shop.

1960 Frances Metcalf - Operated auto supply shop.

Chester Nelson - Operated auto repair shop.

Lease of facility to Fleetwood Machine Products, Inc. from Fred and Judy Turcott.

c. To our knowledge there is no evidence that hazardous materials were released or threatened to be released at the facility during the period in which prior operators operated at the facility.

6. PROVIDE A SCALED MAP OF THE FACILITY WHICH INCLUDES THE LOCATIONS OF SIGNIFICANT FEATURES. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE FACILITY, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

- a. SURFACE STRUCTURES (E.G., BUILDING, TANKS, ETC.);**
- b. SUBSURFACE STRUCTURES (E.G., UNDERGROUND TANKS, SUMPS, PITS, CLARIFIERS, ETC.);**
- c. GROUND WATER WELLS AND DRY WELLS, INCLUDING DRILLING LOGS;**
- d. PAST AND PRESENT STORM WATER DRAINAGE SYSTEM, SANITARY SEWER SYSTEM, INCLUDING SEPTIC TANK(S) AND SUBSURFACE DISPOSAL FIELD(S);**
- e. ANY AND ALL ADDITIONS, DEMOLITIONS, OR CHANGES OF ANY KIND TO PHYSICAL STRUCTURES ON, UNDER, OR ABOUT THE FACILITY, OR TO THE PROPERTY ITSELF (E.G., EXCAVATION WORK) AND STATE THE DATES ON WHICH SUCH CHANGES OCCURRED.**

a. The facility consists of four (4) buildings and one (1) storage shed. All buildings have concrete floors and nearly 100% of the ground area on this property is covered with concrete or asphalt.

b. There are no underground tanks, sumps, pits, clarifiers, etc. on this property.

c. There is no storm water drainage system. The four (4) buildings have sanitary sewer systems connected to the city sewer system. There are no known septic tanks or sub-surface disposal fields.

d. There are no known ground water wells or dry wells on this property.

e. See Attachment 6.

7. PROVIDE ALL EXISTING TECHNICAL OR ANALYTICAL INFORMATION ABOUT THE FACILITY, INCLUDING BUT NOT LIMITED TO, DATA AND DOCUMENTS RELATED TO SOIL, WATER (GROUND AND SURFACE), GEOLOGY, HYDROGEOLOGY, OR AIR QUALITY ON AND ABOUT THE FACILITY.

a. None available regarding the facility. Other agencies or parties may have technical or analytical information regarding the surrounding area.

8. ARE YOU OR YOUR CONSULTANTS PLANNING TO PERFORM ANY INVESTIGATIONS OF THE SOILS, WATER (GROUND OR SURFACE), GEOLOGY, HYDROGEOLOGY, OR AIR QUALITY ON OR ABOUT THE FACILITY? If SO, IDENTIFY:

- a. THE NATURE AND SCOPE OF THESE INVESTIGATIONS;
- b. THE CONTRACTORS OR OTHER PERSONS THAT WILL UNDERTAKE THESE INVESTIGATIONS;
- c. THE PURPOSE OF THE INVESTIGATIONS;
- d. THE DATES WHEN SUCH INVESTIGATIONS WILL TAKE PLACE AND BE COMPLETED;
- e. WHERE ON THE FACILITY SUCH INVESTIGATIONS WILL TAKE PLACE.

Yes as follows:

- a. 1. Installation of four (4) soil borings in the chemical waste storage area.
- 2. Installation of one (1) soil boring at the south edge of the metal chips storage area.
- 3. Installation of one (1) soil boring in the center of the machine shop.

All of the borings are installed to a minimum depth of ten (10) feet below ground surface, with samples obtained at one (1), five (5), and ten (10) feet below ground surface as required by the C.R.W.Q.C.B.. Soil samples collected are analyzed by a state certified laboratory for EPA Method 8010, EPA Method 8020 and EPA Method 418.1.

- b. Franklin Environmental.
- c. C.R.W.Q.C.B. mandated investigation.
- d. This project was approved by the C.R.W.Q.C.B. and implemented on January 25, 1992. The report is pending and shall be sent to EPA as a supplemental response to this request.

- 9. DID YOU ACQUIRE OR LEASE THE FACILITY AFTER THE DISPOSAL OR PLACEMENT OF ANY HAZARDOUS SUBSTANCES ON, IN, OR AT THE FACILITY? DESCRIBE ALL OF THE FACTS ON WHICH YOU BASE THE ANSWER TO THIS QUESTION.**

At the original purchase of this facility there was no knowledge of any hazardous substances on, in, or at the facility. At the time the facility was acquired or leased by Respondent, Respondent has no knowledge or reason to know that any hazardous substances was disposed of on, in, or at the facility.

The facts on which this answer is based is in many conversations with the last surviving original partner, Fred Turcott. (See Attachment 10.)

- 10. AT THE TIME YOU ACQUIRED OR LEASED THE FACILITY, DID YOU KNOW OR HAVE REASON TO KNOW THAT ANY HAZARDOUS SUBSTANCE WAS DISPOSED OF ON, IN, OR AT THE FACILITY? DESCRIBE ALL INVESTIGATIONS OR THE FACILITY THAT YOU TOOK PRIOR TO ACQUIRING OR LEASING THE FACILITY, AND ALL OF THE FACTS ON WHICH YOU BASE THE ANSWER TO THIS QUESTION.**

See response number 9. (See Attachment 10.)

- 11. DID YOU EVER TRANSPORT TO THE FACILITY OR USE, PURCHASE, GENERATE, STORE, TREAT, DISPOSE, OR OTHERWISE HANDLE AT THE FACILITY ANY HAZARDOUS MATERIALS? IF THE ANSWER TO THIS QUESTION IS ANYTHING BUT AN UNQUALIFIED "NO", IDENTIFY:**

- a. IN GENERAL TERMS, THE NATURE AND QUANTITY OF THE HAZARDOUS MATERIALS SO TRANSPORTED, USED, PURCHASED, GENERATED, STORED, TREATED, DISPOSED, OR OTHERWISE HANDLED;**
- b. THE NAME, CHEMICAL ABSTRACT SERVICE (CAS) NUMBER, CHEMICAL COMPOSITION, CHARACTERISTICS, AND PHYSICAL STATE TRANSPORTED, USED, PURCHASED, GENERATED, STORED, TREATED, DISPOSED, OR OTHERWISE HANDLED;**
- c. THE PERSONS WHO SUPPLIED YOU WITH EACH SUCH HAZARDOUS MATERIAL OR HOW EACH SUCH HAZARDOUS MATERIAL WAS GENERATED BY YOU;**
- d. HOW EACH SUCH HAZARDOUS MATERIAL WAS TRANSPORTED, USED, PURCHASED, STORED, TREATED, DISPOSED, OR OTHERWISE HANDLED BY YOU;**
- e. WHEN EACH SUCH HAZARDOUS MATERIAL WAS TRANSPORTED, USED, PURCHASED, STORED, TREATED, DISPOSED, OR OTHERWISE HANDLED BY YOU;**
- f. WHERE EACH SUCH HAZARDOUS MATERIAL WAS USED, PURCHASED, GENERATED, STORED, TREATED, DISPOSED, OR OTHERWISE HANDLED BY YOU, DESCRIBING THE**

LOCATION(S) AND PROVIDING A MAP OR DIAGRAM OF SUCH LOCATION(S). LOCATION INFORMATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, INFORMATION PERTAINING TO TANKS, PONDS, TREATMENT FACILITIES, AND OTHER UNITS WHICH WERE HISTORICALLY USED TO GENERATE, STORE, TREAT OR DISPOSE OF HAZARDOUS MATERIALS, BUT WHICH MAY NO LONGER EXIST;

- g. THE PERSONS WHO TRANSPORTED AND/OR DISPOSED OF EACH SUCH HAZARDOUS MATERIAL. IF DISPOSAL OFF OF THE FACILITY OCCURRED, PROVIDE A DETAILED DESCRIPTION, INCLUDING COPIES OF MANIFESTS, AND IDENTIFY THE LOCATION WHERE THE HAZARDOUS MATERIAL WAS TRANSPORTED;
- h. THE ANNUAL QUANTITY OF EACH SUCH HAZARDOUS MATERIAL USED, PURCHASED, GENERATED, STORED, TREATED, TRANSPORTED, DISPOSED, OR OTHERWISE HANDLED BY YOU, REPORTED IN GALLONS FOR LIQUIDS AND POUNDS FOR SOLIDS.

PROVIDE MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH HAZARDOUS MATERIAL USED, PURCHASED, GENERATED, STORED, TREATED, TRANSPORTED, DISPOSED, OR OTHERWISE HANDLED BY YOU.

See Attachment 11.

- 12. IDENTIFY ALL LEAKS, SPILLS, RELEASES OR THREATS OF RELEASES OF ANY KIND INTO THE ENVIRONMENT OF ANY HAZARDOUS MATERIAL THAT HAVE OCCURRED OR MAY OCCUR AT OR FROM THE FACILITY. IN ADDITION, IDENTIFY:
 - a. WHEN SUCH RELEASES OCCURRED OR MAY OCCUR;
 - b. HOW THE RELEASES OCCURRED OR MAY OCCUR;
 - c. WHAT HAZARDOUS MATERIALS WHERE RELEASED OR MAY BE RELEASED;
 - d. WHAT AMOUNT OF EACH SUCH HAZARDOUS MATERIAL WAS SO RELEASED;
 - e. WHERE SUCH RELEASES OCCURRED OR MAY OCCUR, DESCRIBING THE LOCATION(S) AND PROVIDING A MAP OR DIAGRAM OF SUCH LOCATIONS(S);
 - f. ANY AND ALL ACTIVITIES UNDERTAKEN IN RESPONSE TO EACH SUCH RELEASE OR THREATENED RELEASE;
 - g. ANY AND ALL INVESTIGATIONS OF THE CIRCUMSTANCES, NATURE, EXTENT, OR LOCATIONS OF EACH SUCH RELEASE OR THREATENED RELEASE, INCLUDING THE RESULTS OF ANY SOIL, WATER (GROUND AND SURFACE), OR AIR TESTING THAT WAS UNDERTAKEN;

h. WHETHER ANY REPORT(S) OF ANY SUCH RELEASE(S) WAS (WERE) MADE TO ANY PUBLIC AGENCY, AND THE CONTENT OF THAT (THOSE) REPORT(S);

i. ALL PERSONS WITH INFORMATION RELATING TO SUBPARTS A. THROUGH H. OF THIS QUESTION.

a - h. Respondent has no knowledge of any un-authorized leaks, spills, releases or threats or releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from this facility.

See attached documents concerning a meeting held of all present employees of Fleetwood Machine Products, Inc.. All past and present employees contacted have no knowledge of any unauthorized release.

i. Bill Cooke, Curt Stewart, Jerry Conrow, Robert Nesbitt, Ralph Felix, Walt Atkinson, Fred Turcott, all present Fleetwood Machine Products, Inc. employees.

13. IF ANY RELEASES OR THREATENED RELEASE IDENTIFIED IN RESPONSE TO QUESTION 12, ABOVE, OCCURRED INTO ANY SUBSURFACE DISPOSAL SYSTEM, FLOOR DRAIN, SUMP, OR DRY WELL INSIDE OR UNDER ANY BUILDINGS LOCATED ON THE FACILITY, FURTHER IDENTIFY:

a. PRECISELY WHERE THE DISPOSAL SYSTEM, FLOOR DRAIN, SUMP, OR DRY WELL IS AND WAS LOCATED;

b. WHEN THE DISPOSAL SYSTEM, FLOOR DRAIN, SUMP, OR DRY WELL WAS INSTALLED;

c. WHETHER THE DISPOSAL SYSTEM, FLOOR DRAIN, SUMP OR DRY WELL WAS CONNECTED TO PIPES;

d. WHERE SUCH PIPES ARE OR WHERE LOCATED, DESCRIBING THE LOCATION(S) AND PROVIDING A MAP OR DIAGRAM OF SUCH LOCATION(S);

e. WHEN SUCH PIPES WERE INSTALLED;

f. HOW AND WHEN SUCH PIPES WERE REPLACED, REPAIRED, OR OTHERWISE CHANGED.

Not applicable. See response number 12.

14. IS THE FACILITY CURRENTLY CONNECTED TO A SEWER LINE? IF SO, IDENTIFY THE SEWAGE SYSTEM, DATE OF CONNECTION, AND TYPE OF WASTES DISCHARGED. IF YOU ARE OR AT SOME TIME OPERATED THE FACILITY WITHOUT A SEWER LINE CONNECTION, IDENTIFY THE METHOD OF WASTE DISPOSAL THAT YOU USE OR DID USE. SPECIFICALLY, HAVE YOU OR ARE YOU USING LEACH FIELD(S), SEPTIC TANK(S), OR ANY OTHER METHOD OR DISPOSAL AT THE FACILITY. PROVIDE COPIES OF ANY SEWER

PERMITS, INCLUDING BUT NOT LIMITED TO INDUSTRIAL WASTE PERMITS.

Yes. The facility is connected to the city sewer line. See Attachment 14.

15. DESCRIBE ANY ACTS OR OMISSIONS OF ANY PERSONS, OTHER THAN YOUR EMPLOYEES, AGENTS, OR THOSE PERSONS WITH WHOM YOU HAD A CONTRACTUAL RELATIONSHIP, THAT MAY HAVE CAUSED ANY RELEASE OR THREAT OF RELEASE OF HAZARDOUS MATERIALS AT THE FACILITY AND ANY DAMAGES RELATING THERETO AND IDENTIFY SUCH PERSONS. IN ADDITION:

a. DESCRIBE ALL PRECAUTIONS THAT YOU TOOK AGAINST FORESEEABLE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTIES, AND THE CONSEQUENCE THAT COULD FORESEEABLE RESULT FROM SUCH ACTS OR OMISSIONS;

b. DESCRIBE THE CARE YOU EXERCISED WITH RESPECT TO THE HAZARDOUS MATERIALS FOUND AT THE FACILITY.

a. To prevent the subject persons in this questions from causing any release or threat of release of any hazardous materials at this facility, the following precautions have been taken and will continue to be taken during the duration of operations:

1. The entire facility is fenced with a six (6) foot high fence tipped by three (3) strands of barbed wire.
2. The buildings have an electronic guard/alarm system installed on all access doors by EPS Engineered Protection Systems, Inc., with an armed guard response to alarm activation, which is then followed up by an on-site investigation by a company employee. Documents provided.
3. It is standard company policy that all persons other than Respondent's employees, agents, or those persons with whom we have a contractual relationship are not allowed in the facility without being escorted by a company employee.

b. With respect to the hazardous materials found at the facility, Respondent has assured:

1. Through the company hazardous material program and safety program that employees are informed of the actions that will be taken to prevent a hazardous material release from occurring. See attached documentation, i.e., Safety Kleen business and industry hazardous material program.
2. That all hazardous materials are properly stored and labeled.

3. That all hazardous materials spent or otherwise determined to be ready to discard are stored in closed drums in a fenced, covered, gated, chained and padlocked area off limits to all un-authorized personnel.
4. All hazardous materials from this secured area are then hauled off for proper disposal by an approved and licensed transporter to an approved and licensed TSD facility.
5. All employees have available to them eye protection, safety glasses, safety shoes or boots, special gloves, masks, etc..
16. IDENTIFY ALL SUBSIDIARIES AND PARENT CORPORATIONS OF RESPONDENT.

April 20, 1978 Purchase of Aero Manufacturing, Phoenix, Arizona.
See Attachment 16.

17. PROVIDE A COPY OF THE MOST CURRENT ARTICLES OF INCORPORATION AND BY-LAWS OF RESPONDENT.

See Attachment 17.

18. STATE RESPONDENT'S STANDARD INDUSTRIAL CLASSIFICATION ("SIC") CODE(S), IF ANY, INCLUDING THE DATE THE CODE(S) WAS DETERMINED OR LAST UPDATED.

Fleetwood Machine Products, Inc. Standard Classification code is 3599 "Machinery Except Electrical and Machine Shop".

19. IDENTIFY ANY NAME(S) BY WHICH RESPONDENT HAS PREVIOUSLY BEEN KNOWN.

None. Respondent has only been known as Fleetwood Machine Products, Inc..

20. PROVIDE COPIES OF ANY AND ALL OPERATING PERMITS ISSUED TO RESPONDENT BY THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT.

Not applicable.

21. DO YOU CURRENTLY OWN OR OPERATE ANY OTHER FACILITY, OR HAVE YOU OWNED OR OPERATED ANY OTHER FACILITIES IN THE PAST, LOCATED IN THE SAN FERNANDO VALLEY? IF SO, PROVIDE THE FOLLOWING INFORMATION:

- a. NAME OF FACILITY;
- b. BRIEF DESCRIPTION OF OPERATIONS TAKING PLACE AT FACILITY, INCLUDING PRINCIPAL PRODUCT OR SERVICE SOLD OR FURNISHED;

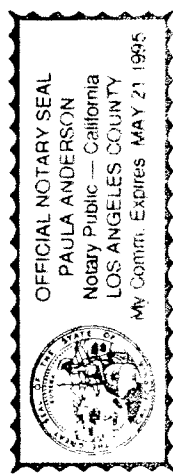
- c. DATE YOU ACQUIRED OR OTHERWISE BEGAN OPERATIONS AT THE FACILITY; AND
- d. DATE YOU SOLD OR OTHERWISE CEASED OPERATIONS AT THE FACILITY, IF APPLICABLE.

Fleetwood Machine Products, Inc. does not currently own or operate any other facility and has not owned or operated any other facilities in the past located in the San Fernando Valley.

INDIVIDUAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Los Angeles } ss.



On this the 13th day of March, 1992, before me,
Paula Anderson

the undersigned Notary Public, personally appeared

Doree Corio

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Notary's Signature Paula Anderson

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Title or Type of Document	<u>Summary of Employee Expenses</u>
	Number of Pages	<u>2</u>
	Date of Document	<u>3-13-92</u>
Signer(s) Other Than Named Above	<u>A/H</u>	



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• Precision Production Grinding

• Complete Assemblies

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(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

This notarized affidavit is submitted on behalf of Fleetwood Machine Products, Inc. pursuant to the request made on page three (3) of The United States Environmental Protection Agency (USEPA), Region IX, Certified letter number P 347 407 069 and file number 111.0435, received at Fleetwood Machine Products, Inc. on Dec. 16, 1991.

NOTARIZED AFFIDAVIT

A diligent record search has been completed and there has been a diligent interview of present and former employees who may have knowledge of the requested information.

The present employees interviewed are listed in the attached document, (list 1).

The former employees interviewed are listed in the attached document, (list 2).

The present and former employees were diligently interviewed with respect to Questions numbered 11, 12, 13, and 15. The present employees were interviewed in groups of 7 and the former employees were mailed a letter requesting their responses (see attached summary of employee responses). All other questions have been adequately responded to by the owners of the facility (Fleetwood Machine Products, Inc.) and the documents they have provided.

All information responsive to this USEPA letter, File number 111.0435, has been forwarded to the EPA via Federal Express number 1338124373.

Signed,

Bill Cooke

Notary:

Attachments: Summary of employee responses
List 1 and List 2

97001



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products



Precision Production Grinding



Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

Summary of employee responses to interview conducted by Bill Cooke with regard to USEPA letter, File Number 111.0435, Questions number 11, 12, 13 and 15.

- | | |
|-----------|---|
| Number 11 | No one had any knowledge of any hazardous materials spilled, leaked, releases or threats of releases of any kind into the environment. |
| Number 12 | No one had any knowledge of any unauthorized leaks, spills, releases or threats of releases of any kind into the environment of any hazardous materials that have occurred or may occur at or from this facility. |
| Number 13 | Not applicable in light of response to question 12. |
| Number 15 | No one had any knowledge of any acts or omissions of any persons, that may have caused any release or threat of release of hazardous materials at this facility. |

The above responses cover the period Fleetwood Machine Products, Inc. has owned this facility.

We have not received all responses to our written request from former employees and will, upon receipt of responses, inform you in writing of any changes to the above summary of employee responses.

Bill Cooke

VIII. Type of Regulated Waste Activity (Mark 'X' in the appropriate boxes. Refer to instructions.)

A. Hazardous Waste Activity	B. Used Oil Fuel Activities
-----------------------------	-----------------------------

- | | | |
|---|---|---|
| <input type="checkbox"/> 1. Generator (See Instructions)
<input checked="" type="checkbox"/> a. Greater than 1000kg/mo (2,200 lbs.)
<input checked="" type="checkbox"/> b. 100 to 1000 kg/mo (220 - 2,200 lbs.)
<input type="checkbox"/> c. Less than 100 kg/mo (220 lbs.)
<input type="checkbox"/> 2. Transporter (Indicate Mode in boxes 1-5 below)
<input type="checkbox"/> a. For own waste only
<input checked="" type="checkbox"/> b. For commercial purposes
Mode of Transportation
<input type="checkbox"/> 1. Air
<input type="checkbox"/> 2. Rail
<input checked="" type="checkbox"/> 3. Highway
<input type="checkbox"/> 4. Water
<input type="checkbox"/> 5. Other - specify | <input type="checkbox"/> 3. Treater, Storer, Disposer (at installation)
Note: A permit is required for this activity, see instructions.
<input type="checkbox"/> 4. Hazardous Waste Fuel
<input type="checkbox"/> a. Generator Marketing to Burner
<input type="checkbox"/> b. Other Marketers
<input type="checkbox"/> c. Burner - indicate device(s) -
Type of Combustion Device
<input type="checkbox"/> 1. Utility Boiler
<input checked="" type="checkbox"/> 2. Industrial Boiler
<input type="checkbox"/> 3. Industrial Furnace
<input type="checkbox"/> 5. Underground Injection Control | <input type="checkbox"/> 1. Off-Specification Used Oil Fuel
<input type="checkbox"/> a. Generator Marketing to Burner
<input type="checkbox"/> b. Other Marketer
<input type="checkbox"/> c. Burner - indicate device(s) -
Type of Combustion Device
<input type="checkbox"/> 1. Utility Boiler
<input checked="" type="checkbox"/> 2. Industrial Boiler
<input type="checkbox"/> 3. Industrial Furnace
<input type="checkbox"/> 2. Specification Used Oil Fuel Marketer
(or On-site Burner) Who First Claims
the Oil Meets the Specification |
|---|---|---|

IX. Description of Regulated Wastes (Use additional sheets if necessary)

A. Characteristics of Nonlisted Hazardous Wastes. Mark 'X' in the boxes corresponding to the characteristics of nonlisted hazardous wastes your installation handles. (See 40 CFR Parts 261.20 - 261.24)

- [illegible]

B. Listed Hazardous Wastes. (See 40 CFR 261.31 - 33. See instructions if you need to list more than 12 waste codes.)

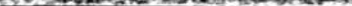
1				2				3				4				5				6			
1	2	7	0																				
7				8				9				10				11				12			
9	1	8	9																				

C. Other Wastes. (State or other wastes requiring an I.D. number. See instructions.)

1	2	3	4	5	6

X. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature 	Name and Official Title (type or print) SHOD FOREMAN	Date Signed 8-29-91
--	---	------------------------

8-29-91

XI. Comments

Currently we have used oil 1270 but in the event of contamination of water, we would like to be able to use 9189

Note: Mail completed form to the appropriate EPA Regional or State Office. (See Section III of the booklet for addresses.)

Please refer to the instructions for filling this form. The information requested here is required by law (Section 3010 of the Resource Conservation and Recovery Act).



Notification of Regulated Waste Activity

United States Environmental Protection Agency

Date Received
(For Official Use Only)

I. Installation's EPA ID Number (Mark 'X' in the appropriate box)

☐

A. First Notification

☐

B. Subsequent Notification
(complete item C)

C. Installation's EPA ID Number

II. Name of Installation (Include company and specific site name)

F L E E T W O O D M A C H I N E P R O D U C T S I N C

III. Location of Installation (Physical address not P.O. Box or Route Number)

Street

1 1 4 4 7 V A N O W E N S T

Street (continued)

City or Town

State

ZIP Code

N O H O L L Y W O O D

C A 9 1 6 0 5 -

County Code County Name

L O S A N G E L E S

IV. Installation Mailing Address (See Instructions)

Street or P.O. Box

City or Town

State

ZIP Code

V. Installation Contact (Person to be contacted regarding waste activities at site)

Name (last)

(first)

S T E W A R T

C U R T

Job Title

Phone Number (area code and number)

S H O P F O R E M A N

8 1 8 - 9 8 3 - 1 0 7 7

VI. Installation Contact Address (See Instructions)

A. Contact Address
Location Mailing

☒

B. Street or P.O. Box

City or Town

State

ZIP Code

VII. Ownership (See Instructions)

A. Name of Installation's Legal Owner

W I L L I A M C O O K E

Street, P.O. Box, or Route Number

1 1 4 4 7 V A N O W E N S T

City or Town

State

ZIP Code

N O H O L L Y W O O D

C A 9 1 6 0 5 -

Phone Number (area code and number)

8 1 9 - 9 8 3 - 1 0 7 7

B. Land Type

C. Owner Type

D. Change of Owner
Indicator

(Date Changed)

Month Day Year

Yes

No

VIII. Type of Regulated Waste Activity (Mark 'X' in the appropriate boxes. Refer to Instructions.)

A. Hazardous Waste Activity

B. Used Oil Fuel Activities

1. Generator (See Instructions)
- ☐ a. Greater than 1000 kg/mo (2,200 lbs.)
- ☒ b. 100 to 1000 kg/mo (220 - 2,200 lbs.)
- ☐ c. Less than 100 kg/mo (220 lbs.)
2. Transporter (Indicate Mode in boxes 1-5 below)
- ☐ a. For own waste only
- ☐ b. For commercial purposes
- Mode of Transportation
- ☐ 1. Air
- ☐ 2. Rail
- ☐ 3. Highway
- ☐ 4. Water
- ☐ 5. Other - specify _____
- ☐ 3. Treater, Storer, Disposer (at installation)
Note: A permit is required for this activity, see instructions.
4. Hazardous Waste Fuel
- ☐ a. Generator Marketing to Burner
- ☐ b. Other Marketer
- ☐ c. Burner - indicate device(s) - Type of Combustion Device
- ☐ 1. Utility Boiler
- ☐ 2. Industrial Boiler
- ☐ 3. Industrial Furnace
- ☐ 5. Underground Injection Control

1. Off-Specification Used Oil Fuel
- ☐ a. Generator Marketing to Burner
- ☐ b. Other Marketer
- ☐ c. Burner - indicate device(s) - Type of Combustion Device
- ☐ 1. Utility Boiler
- ☐ 2. Industrial Boiler
- ☐ 3. Industrial Furnace
2. Specification Used Oil Fuel Marketer (or On-site Burner) Who First Claims the Oil Meets the Specification
- ☐

IX. Description of Regulated Wastes (Use additional sheets if necessary)

A. Characteristics of Nonlisted Hazardous Wastes. Mark 'X' in the boxes corresponding to the characteristics of nonlisted hazardous wastes your installation handles. (See 40 CFR Parts 261.20 - 261.24)

1. Ignitable (D001)
2. Corrosive (D002)
3. Reactive (D003)
4. Toxicity Characteristic (D000)

(List specific EPA hazardous waste number(s) for the Toxicity Characteristic contaminant(s))

XX

XX

B. Listed Hazardous Wastes. (See 40 CFR 261.31 - 33. See instructions if you need to list more than 12 waste codes.)

1	2	3	4	5	6
1 2 7 0					
7	8	9	10	11	12
9 1 8 9					

C. Other Wastes. (State or other wastes requiring an I.D. number. See instructions.)

1	2	3	4	5	6

X. Certification

Bill Cooke

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature

Ant Steun

Name and Official Title (type or print)

SHOP FOREMAN

Date Signed

8-29-91

XI. Comments

Currently we have used oil 1270 but in the event of contamination of water, we would like to be able to use 9189

Note: Mail completed form to the appropriate EPA Regional or State Office. (See Section III of the booklet for addresses.)

Please refer to the instructions for Filing Notification before completing this form. The information requested here is required by law (Section 3010 of the Resource Conservation and Recovery Act).



Notification of Regulated Waste Activity

United States Environmental Protection Agency

Date Received

1-24-92

Incorrect

A. 2 we do not transport

I. Installation's EPA ID Number (Mark 'X' in the appropriate box)

☐

A. First Notification

☐

B. Subsequent Notification (complete item C)

C. Instal

II. Name of Installation (Include company and specific site name)

F L E E T W O O D M A C H I N E P R O D U C T S I N C

III. Location of Installation (Physical address not P.O. Box or Route Number)

Street

1 1 4 4 7 V A N O W E N S T

Street (continued)

City or Town

N O H O L L Y W O O D

State

ZIP Code

C A

9 1 6 0 5 -

County Code

County Name

L O S A N G E L E S

IV. Installation Mailing Address (See Instructions)

Street or P.O. Box

City or Town

State

ZIP Code

V. Installation Contact (Person to be contacted regarding waste activities at site)

Name (last)

(first)

S T E W A R T

C U R T

Job Title

Phone Number (area code and number)

S H O P F O R E M A N

8 1 8 - 9 8 3 - 1 0 7 7

VI. Installation Contact Address (See Instructions)

A. Contact Address Location Mailing

X

B. Street or P.O. Box

City or Town

State

ZIP Code

VII. Ownership (See Instructions)

A. Name of Installation's Legal Owner

W I L L I A M C O O K E

Street, P.O. Box, or Route Number

1 1 4 4 7 V A N O W E N S T

City or Town

State

ZIP Code

N O H O L L Y W O O D

C A

9 1 6 0 5 -

Phone Number (area code and number)

B. Land Type

C. Owner Type

D. Change of Owner Indicator

(Date Changed)

Month

Day

Year

8 1 9 - 9 8 3 - 1 0 7 7

Yes

No

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL OR ENTER:

SITE NAME Fleetwood Machine Products
11447 Vanowen Street
North Hollywood, CA 91605

EPA ID NO.

C A C 0 0 0 2 2 2 9 2 9

U.S. ENVIRONMENTAL
PROTECTION AGENCY

1989 Hazardous Waste Report

FORM

IC

IDENTIFICATION AND
CERTIFICATION

INSTRUCTIONS: Read the detailed instructions beginning on page 7 of the 1989 Hazardous Waste Report booklet before completing this form.

SEC. I Site name and location address. Complete items A through H. Check the box ☒ in items A, B, D, E, F, G, and H if same as label; if different, enter corrections. If label is absent, enter information. Instruction page 7.

A. EPA ID No. Same as label <input checked="" type="checkbox"/> or _____		B. Site/company name Same as label <input checked="" type="checkbox"/> or _____	
C. Has the site name associated with this EPA ID changed since 1987? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No			
D. Street name and number. If not applicable, enter industrial park, building name or other physical location description. Same as label <input checked="" type="checkbox"/> or _____			
E. City, town, village, etc. Same as label <input checked="" type="checkbox"/> or _____	F. County	G. State Same as label <input checked="" type="checkbox"/> _____	H. Zip Code Same as label <input checked="" type="checkbox"/> _____-____

SEC. II Mailing address of site. Instruction page 7.

A. Is the mailing address the same as the location address? <input checked="" type="checkbox"/> 1 Yes (SKIP TO SEC. III) <input type="checkbox"/> 2 No (COMPLETE SEC. II)		
B. Number and street name of mailing address		
C. City, town, village, etc.	D. State _____	E. Zip Code _____-____

SEC. III Name, title, and telephone number of the person who should be contacted if questions arise regarding this report. Instruction page 7.

A. Please print: Last name Felix	First name Ralph	M.I. --	B. Title General Manager	C. Telephone 213 877-3308 Extension _____
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SEC. IV Enter the Standard Industrial Classification (SIC) Code that describes the principal products, group of products, produced or distributed, or the services rendered at the site's physical location. Enter more than one SIC Code only if no one industry description includes the combined activities of the site. Instruction page 8.

A. 3451	B. N/A	C. N/A	D. N/A
---------	--------	--------	--------

SEC. V I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. Number of form pages submitted Form IC _____ 2 Form GM _____ 1 Form WR N/A Form PS N/A			
B. Please print: Last name Cook		First name William	M.I. --
D. Signature		C. Title Owner	
		E. Date of signature ____/____/____ MO. DAY YR.	

Page 1 of 4

97003

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL
OR ENTER:

SITE NAME Fleetwood Machine Products
11447 Vanowen Street
North Hollywood, CA 91605

EPA ID NO. C A C 0 0 0 2 2 2 9 2 9



U.S. ENVIRONMENTAL
PROTECTION AGENCY

1989 Hazardous Waste Report

FORM
GM

WASTE GENERATION AND
MANAGEMENT

INSTRUCTIONS: Read the detailed instructions beginning on page 14 of the 1989 Hazardous Waste Report booklet before completing this form.

Sec. I A. Waste description
Instruction Page 15 Waste cutting oil and water from production.

B. EPA hazardous waste code Page 15 N/A		C. State hazardous waste code Page 16 221 222	
D. SIC code Page 16 3451	E. Source code Page 16 A410	F. Form code Page 16 B21015	G. Origin Page 16 Code 1 System type MIN/A
H. TFI constituent Page 17 1	I. CAS numbers Page 17 1. N/A 2. 3. 4. 5.		

Sec. II A. Quantity generated in 1988 Instruction Page 17 18062	B. Quantity generated in 1989 Page 17 18870	C. UOM Page 18 1	D. Density Page 18 N/A <input type="checkbox"/> 1 lbs/gal <input type="checkbox"/> 2 kg	E. Was this waste treated, disposed or recycled on site or discharged to a sewer/POTW? Page 18 <input type="checkbox"/> 1 Yes (CONTINUE TO SYSTEM 1) <input checked="" type="checkbox"/> 2 No (SKIP TO SEC. III)
SYSTEM 1 System type Page 18 M Quantity treated, disposed or recycled in 1989 Page 18 		SYSTEM 2 System type Page 18 M Quantity treated, disposed or recycled in 1989 Page 18 		

Sec. III A. Was this waste shipped off site? Instruction Page 19 <input checked="" type="checkbox"/> 1 Yes (CONTINUE TO BOX B) <input type="checkbox"/> 2 No (SKIP TO SEC. IV)	B. EPA ID No. of facility to which waste was shipped Instruction Page 19 C A T 0 8 0 0 1 3 3 5 2	C. System type Page 19 M129	D. Total quantity shipped in 1989 Page 19 18870
Site 1	Site 2 N/A		

Sec. IV A. Waste minimization results in 1989 Instruction Page 20 <input type="checkbox"/> 1 Yes (CONTINUE TO BOX B) <input checked="" type="checkbox"/> 2 No (THIS FORM IS COMPLETE)	B. Activity Page 21 W W W W	C. Other effects Page 21 <input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No	D. Quantity recycled in 1989 due to new activities Page 21 	E. Activity/Production Index Page 21 	F. Source Reduction Quantity Page 22
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Comments:

Sec. VI	Generator Status
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>A. 1989 generation (CHECK ONE BOX BELOW) Instruction page 8</p> <p> <input type="checkbox"/> 1 No (CONTINUE TO BOX B) <input checked="" type="checkbox"/> 2 LOG <input type="checkbox"/> 3 SQG <input type="checkbox"/> 4 CESQG </p> </div> <div style="width: 50%;"> <p>B. Reason for not generating (CHECK ALL THAT APPLY) Page 10</p> <p> <input type="checkbox"/> 1 Never generated <input type="checkbox"/> 2 Out of business <input type="checkbox"/> 3 Only excluded or delisted waste <input type="checkbox"/> 4 Only non-hazardous waste <input type="checkbox"/> 5 Periodic or occasional generator <input type="checkbox"/> 6 Waste minimization activity <input type="checkbox"/> 7 Other (SPECIFY IN COMMENTS) </p> </div> </div>	

Sec. VII	On-Site Waste Management Status
<div style="display: flex; justify-content: space-between;"> <div style="width: 33%;"> <p>A. Storage Instruction page 11</p> <p style="text-align: center;">1</p> </div> <div style="width: 33%;"> <p>B. RCRA treatment, recycling, or disposal Page 11</p> <p style="text-align: center;">1</p> </div> <div style="width: 33%;"> <p>C. RCRA-exempt treatment, recycling, or disposal Page 12</p> <p style="text-align: center;">1</p> </div> </div>	

Sec. VIII	Waste Minimization Activity during 1988 or 1989
<div style="display: flex; justify-content: space-between;"> <div style="width: 33%;"> <p>A. Did this site begin or expand a <u>source reduction</u> activity during 1988 or 1989? Instruction page 12</p> <p> <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No </p> </div> <div style="width: 33%;"> <p>B. Did this site begin or expand a <u>recycling</u> activity during 1988 or 1989? Page 13</p> <p> <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No </p> </div> <div style="width: 33%;"> <p>C. Did this site conduct a <u>source reduction or recycling opportunity assessment</u> during 1988 or 1989? Page 13</p> <p> <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No </p> </div> </div>	
<p>D. What factors have limited this site from initiating new <u>source reduction</u> activities during 1988 or 1989? (CHECK ALL THAT APPLY) Page 13</p> <p> <input checked="" type="checkbox"/> 01 No factors have limited new source reduction activities. <input type="checkbox"/> 02 Insufficient capital to install new source reduction equipment or implement new source reduction practices. <input type="checkbox"/> 03 Lack of technical information on source reduction techniques applicable to the specific production processes. <input type="checkbox"/> 04 Source reduction is not economically feasible: cost savings in waste management or production will not recover the capital investment. <input type="checkbox"/> 05 Concern that product quality may decline as a result of source reduction. <input type="checkbox"/> 06 Technical limitations of the production processes. <input type="checkbox"/> 07 Permitting burdens. <input type="checkbox"/> 08 Other (SPECIFY IN COMMENTS) </p>	
<p>E. What factors have limited this site from initiating new on-site or off-site <u>recycling</u> activities during 1988 or 1989? (CHECK ALL THAT APPLY) Page 13</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> <input checked="" type="checkbox"/> 01 No factors have limited new recycling activities. <input type="checkbox"/> 02 Insufficient capital to install new recycling equipment or implement new recycling practices. <input type="checkbox"/> 03 Lack of technical information on recycling techniques applicable to this site's specific production processes. <input type="checkbox"/> 04 Recycling not economically feasible: cost savings in waste management or production will not recover the capital investment. <input type="checkbox"/> 05 Concern that product quality may decline as a result of recycling. <input type="checkbox"/> 06 Requirements to manifest wastes inhibit shipments off site for recycling. </p> </div> <div style="width: 50%;"> <p> <input type="checkbox"/> 07 Financial liability provisions inhibit shipments off site for recycling. <input type="checkbox"/> 08 Technical limitations of product processes inhibit shipments off site for recycling. <input type="checkbox"/> 09 Technical limitations of production processes inhibit on-site recycling. <input type="checkbox"/> 10 Permitting burdens inhibit recycling. <input type="checkbox"/> 11 Lack of permitted off-site recycling facilities. <input type="checkbox"/> 12 Unable to identify a market for recyclable materials. <input type="checkbox"/> 13 Other (SPECIFY IN COMMENTS) </p> </div> </div>	

Comments:	
------------------	--

BEFORE COPYING FORM, ATTACH SITE IDENTIFICATION LABEL
OR ENTER:

SITE NAME Fleetwood Machine Products
11447 Vanowen Street
North Hollywood, CA 91605

EPA ID NO. C A C 0 0 0 2 2 2 9 2 9



U.S. ENVIRONMENTAL
PROTECTION AGENCY

1989 Hazardous Waste Report

OFF-SITE IDENTIFICATION

FORM

OI

INSTRUCTIONS: Read the detailed instructions on the back of this page before completing this form.

Site 1	A. EPA ID No. of off-site installation or transporter <u>C A D 0 2 8 2 7 7 0 3 6</u>	B. Name of off-site installation or transporter <u>Asbury Oil Company</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input checked="" type="checkbox"/> Transporter <input type="checkbox"/> TSDR		D. Address of off-site installation Street <u>2100 North Alameda Street</u> City <u>Compton</u> State <u>CA</u> Zip Code <u>9 0 2 2 2</u> - <u> </u>

Site 2	A. EPA ID No. of off-site installation or transporter <u>C A T 0 8 0 0 1 3 3 5 2</u>	B. Name of off-site installation or transporter <u>Demunno Kardoon Refinery</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input checked="" type="checkbox"/> TSDR		D. Address of off-site installation Street <u>2000 Alameda Street</u> City <u>Compton</u> State <u>CA</u> Zip Code <u>9 0 2 2 2</u> - <u> </u>

Site 3	A. EPA ID No. of off-site installation or transporter <u> </u>	B. Name of off-site installation or transporter <u>N/A</u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> TSDR		D. Address of off-site installation Street <u> </u> City <u> </u> State <u> </u> Zip Code <u> </u> - <u> </u>

Site 4	A. EPA ID No. of off-site installation or transporter <u> </u>	B. Name of off-site installation or transporter <u> </u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> TSDR		D. Address of off-site installation Street <u> </u> City <u> </u> State <u> </u> Zip Code <u> </u> - <u> </u>

Site 5	A. EPA ID No. of off-site installation or transporter <u> </u>	B. Name of off-site installation or transporter <u> </u>
C. Handler type (CHECK ALL THAT APPLY) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> TSDR		D. Address of off-site installation Street <u> </u> City <u> </u> State <u> </u> Zip Code <u> </u> - <u> </u>

Comments:



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• *Precision Production Grinding*

• *Complete Assemblies*

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #1

- A. UNITED STATES ENVIRONMENTAL PROTECTION AGENCY EPA NUMBER STATEMENT
- B. U.S. ENVIRONMENTAL PROTECTION AGENCY FORM IC IDENTIFICATION AND CERTIFICATION
ISSUE OF TEMP. NUMBER
- C. EPA NOTIFICATION OF REGULATED WASTE ACTIVITY (INCORRECTLY FILLED OUT
AND FILED WITH EPA)
- D. REVISED AND CORRECTED EPA NOTIFICATION OF REGULATED WASTE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street
San Francisco, Ca. 94105

EPA ID NUMBER STATEMENT

- ☒ Generator ☐ TSD Facility
☒ Transporter (To be changed as soon as new Notification form is received) ☐ Other _____

This is a statement verifying that EPA ID number CAD 983 604 901 has been issued to:

Electroworld Machine Products, Inc
11447 Vanowen St
North Hollywood, CA 91605

This is a permanent ID number. If you close the facility or have changes in any of the information requested on the form, you are required to alert EPA by sending a new, fully completed Notification of Regulated Waste Activity (form 8700-12). To avoid confusion, make sure your EPA ID number appears on each subsequent notification.

All ID numbers are location specific. If you change locations, you must apply for a new ID number.

All correspondence regarding your ID number should be directed to:

U.S. EPA/PRC RCRA Group
120 Howard Street, Suite 730
San Francisco, CA 94105
(415) 495-8895

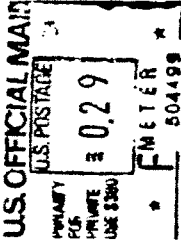
Comments: Class 2 generator (100 - 1000 kg per month)
Notification received 9-4-91

U.S. EPA -- RCRA/PRC

H - 2 - 3

120 Howard St. Suite 730
San Francisco CA
94105

me



*Fleetwood Machine Products, Inc.
11447 Van Arman St.
North Hollywood, CA 91605*

Attn: Karen Cook

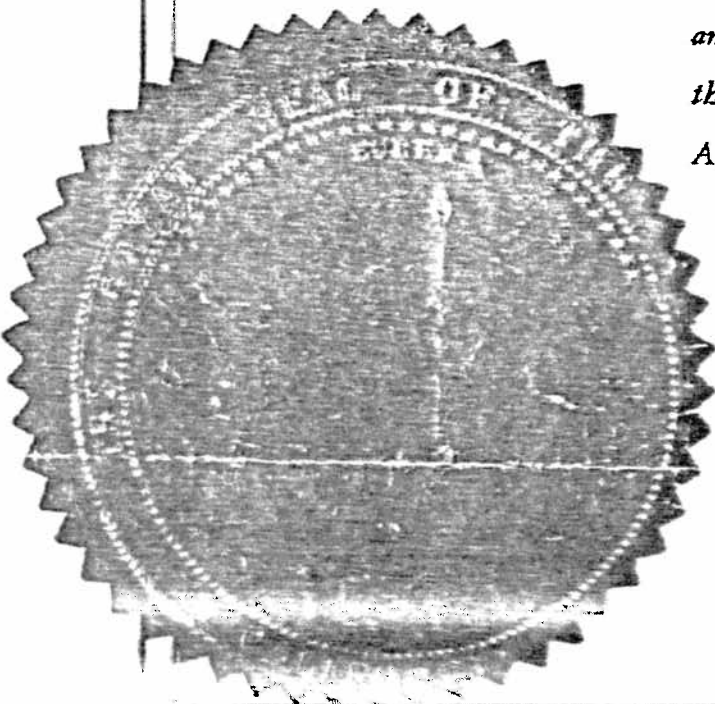


I, FRANK M. JORDAN, Secretary of State of the State of California, do hereby certify that the name _____

FLEETWOOD MACHINE PRODUCTS, INC.

is not one which is likely to mislead the public and is not the same as, and does not resemble, so closely as to tend to deceive, the name of a corporation formed under the laws of this State, or the name of a corporation not incorporated under the laws of this State which is authorized to transact intrastate business in this State, or a name which is under reservation, as provided in Section 310 of the Corporations Code of said State, and that said name is hereby reserved for a period of thirty days from the date hereof for the exclusive use of the applicant for this certificate.

IN WITNESS WHEREOF, I hereunto set my hand
and affix the Great Seal of the State of California,
this 8th day of June
A.D. 19 53



Frank M. Jordan
Secretary of State

By _____

William J. ...
Assistant Secretary of State

ARTICLES OF INCORPORATION
OF
FLEETWOOD MACHINE PRODUCTS, INC.

I

The name of this corporation is: FLEETWOOD MACHINE PRODUCTS, INC.

II

The primary business in which the corporation intends initially to engage in is the manufacture, sale and distribution of machine shop products.

III

The general purposes for which this corporation is formed are:

A. To enter into, make, form and carry out contracts of every sort, kind and nature which may be necessary or convenient for the carrying on of the business of this corporation with any person, firm, corporation or association, private, public or municipal body politic, any state, territory, or municipality of the United States or any foreign government, colony or body politic.

B. To carry on the business of manufacturers and distributors in any and all types of products, and primarily, however, machine shop products, and to manufacture, use and sell, license and distribute same at wholesale and retail.

C. To establish, maintain and conduct outlets for the sale and distribution of all types of machine shop products, and to carry on every branch of business ordinarily transacted in connection therewith, including but not limited

to the purchase and sale, both at wholesale and retail, of merchandise, goods and products of every nature, sort and description.

D. To apply for, obtain, register, lease or otherwise acquire, and to hold, use, own, operate and grant licenses for the use of, to sell, assign and otherwise acquire, use and enjoy and deal with patents, patent rights, secret formula and/or processes, privileges, licenses, trade marks, trade names, devices and improvements of every nature, sort and description necessary and incidental to these purposes; and also to carry on a general manufacturing, wholesale and retail merchandising business.

E. To purchase, acquire, own, hold, lease, either as lessor or lessee, sell, exchange, subdivide, mortgage, deed of trust, plant, improve, cultivate, develop, construct, maintain, manage, equip, repair, alter, operate and generally deal in and with, to pledge and otherwise encumber, and to sell, export, lease as lessor, and otherwise dispose of real and personal property of all kinds, including without limiting the generality of the foregoing language, manufacturing concerns, airports, aviation fields, factories, repair stations and shops, laboratories, schools, stores, offices, hotels, restaurants, parks, pavillions, plants and works, warehouses, office buildings, apartment houses, business blocks, and any and all other property, facilities, and equipment of every kind or description incidental to the business of this corporation.

F. To supervise and manage all classes of properties, income bearing or otherwise, for other persons, corporations

and associations; to act as agent, broker, or attorney in fact on a commission basis, or otherwise, for any person, corporation or association; to negotiate sales, leases, mortgages, deeds of trust and other encumbrances on other properties of other persons, corporations or associations, real, personal and mixed wheresoever situate; and generally to maintain, conduct and carry on the business of real estate agent and broker.

G. To acquire by purchase or otherwise, the good will, business, property rights, franchises and assets of every kind, with or without undertaking, either wholly or in part, the liabilities of any person, firm, association or corporation; and to acquire any business as a going concern or otherwise (a) by purchase of the assets thereof, wholly or in part, or (b) by acquisition of the shares or any part thereof, or (c) in any other manner, and to pay for the same in cash or bond or other evidence of indebtedness of this corporation, or otherwise; to hold, maintain, and operate or in any manner dispose of, the whole or any part of the goodwill, business, rights and property so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

H. To buy, contract for, lease and in any and all ways acquire, take, hold and own, and to sell, mortgage, pledge, deed of trust, lease and otherwise dispose of patents, licenses and processes of rights thereunder, and franchise rights and governmental, state or territorial, county and municipal grants and concessions of every character which this corporation may deem advantageous in the prosecution of its business, or in the maintenance, operation,

development or extension of its properties.

I. From time to time to apply for, purchase, acquire by assignment, transfer or otherwise, exercise, carry out and enjoy and benefit, right, privilege, prerogative or power conferred by, acquired under, or granted by any statute, ordinance, order license, power, authority, franchise, commission, right or privilege which any government or authority or governmental agency or corporation, or other public body, may be empowered to enact, make or grant; to pay for, aid in, and contribute toward carrying the same into effect and to appropriate any of this corporation's shares, bonds and/or assets to defray the costs, charges and expenses thereof.

J. To promote or to aid in any manner financially or otherwise, any person, corporation or association of which any shares, bonds, notes, debentures or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, notes, debentures and other obligations of such other persons, corporations, or associations and to do any other acts or things designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures, or other securities or evidences of indebtedness.

K. To borrow money, to issue bonds, notes, debentures or other obligations of the corporation from time to time for any of the objects or purposes of this corporation, and to secure the same by mortgage, pledge, deed of trust or otherwise, or to issue the same unsecured.

L. To lend money, to purchase, acquire, own, hold, guarantee, sell, assign, transfer, mortgage, pledge or otherwise dispose of and deal in shares, bonds, notes, debentures or other securities or evidences of indebtedness.

of any other person, corporation or association, whether domestic or foreign and whether now or hereafter organized or existing; and while the holder thereof to exercise all the rights, powers, and privileges of ownership, including the right to vote hereon, to the same extent as a natural person might or could do.

M. To carry on any business whatsoever which this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation, or to enhance the value of its property or business; to conduct its business in this state, in other colonies of the United States, and in foreign countries, in the District of Columbia, and in the territories; and to hold, purchase, mortgage and convey real and personal property either in or out of the State of California, and to have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the provisions of any other clause, but shall be regarded as independent purposes.

IV

The principal office for the transaction of the business of this corporation is to be located in the county of Los Angeles, State of California.

V

This corporation is authorized to issue only one class of shares of stock; the total number of shares which this corporation shall have the authority to issue is 250,000, and the aggregate par value of all shares shall be \$250,000, and the par value of each of such share shall be \$1.00.

VI

The number of directors is three (3), and the names and addresses of the persons who are appointed to act as the first directors are:

RAY D. MARTIN	3518 Clark Street Burbank, California
MILWOOD W. COOKE	63- No. Reese Place, Burbank, California
WILFRED TORCOTT	1906 Maple Street Burbank, California

VII

Authority is hereby granted to the holders of the shares of this corporation, entitled to vote, to change from time to time the authorized number of directors of this corporation by a duly adopted amendment to the By-Laws of this corporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation including the persons named above, as the first directors of this corporation, have executed these Articles of Incorporation this ____ day of _____, 1953.

Milwood W. Cooke

Wilfred Turcott

Ray D. Martin

STATE OF CALIFORNIA

County of Los Angeles

)
) ss.
)

On this 20 day of April, 1953, before me,
Daniel W. Gage, Esq., a Notary Public in and for said
county and state, personally appeared Ray D. Martin,
Milwood W. Cooke and Wilfred Torcott, known to me to
be the persons whose names are subscribed to the fore-
going Articles of Incorporation, and acknowledged to
me that they executed the same.

Notary Public in and for said
county and state.

Response to #3

has been withheld.

See #2166-05384

for confidential pt.

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

Precision Production Grinding

Complete Assemblies

11447 VANOWEN STREET
 NORTH HOLLYWOOD, CALIF. 91605
 (2 1 3) 8 7 7 - 3 3 0 8
 (8 1 8) 9 8 3 - 1 0 7 7
 F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991 /

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #4 IDENTIFY ALL PRIOR OWNERS OF PROPERTY AND DATES
 OF OWNERSHIP.

4. ORIGINAL LAND HOLDERS- PROPERTY OF THE LANKERSHIM RAND LAND
 AND WATER COMPANY
 CO-PARTNERSHIP FLEETWOOD MACHINE PRODUCTS - JAN. 1951

- a. (1) ALFRED PEARSON GRANTS EDISON ELECTRIC CO. EASEMENT
 DATED 9TH AUGUST 1905.
 (2) HENRY & LULU FICK DELINQUENT TAXES 30 JUNE 1950
 (3) PAPERS OF ULYSSES DAMRON NOV. 4, 1953.
 ESCROW FOR 11451 VANOWNEN ST. (HOUSE ON PROPERTY)
 (4) DOCUMENTS 1953 - AVAILABILITY OF NAME, CORPORATION FILE,
 BY LAWS REQUEST, APPLICATION TO ISSUE STOCK CERT.,
 BUY/SELL AGREEMENT, NOTICE TO SELL FLEETWOOD MACHINE
 PRODUCTS ASSETS, ESCROW TRANSFER ASSETS NOTICE OF
 INTENDED SALE, STATE OF CA NOTICE, CERTIFICATE OF
 RELEASE OF BUYERS, DIV. OF CORPORATION.
 (5) 30 DEC. 1952 ESCROW PAPERS - 26-6077. PARTNERSHIP
 PURCHASE FROM ROLAND AND LOUISE ROLAPP.
 (6) ESCROW INSTRUCTIONS 1955, AMANDA AND THOMAS KOLL,
 PAUL COTE TRUSTEE.
 (7) CITY OF LOS ANGELES PROPERTY, M-2 ZONING.
 (8) FULL RECONVEYENCE DATED DEC. 3, 1953
 (9) AGREEMENT - FRED TURCOTT & M.W. COOKE OWNERS
 FLEETWOOD MACHINE PRODUCTS, INC.
 (10) PREVIOUS OWNER FRANCIS METCALF, PURCHASE OF AUTO
 REPAIR SHOP
 (11) ALL LOTS HELD AS ONE PARCEL

10
FLEETWOOD MACHINE PRODUCTS, Inc.

PRECISION SCREW MACHINE PRODUCTS • General Machine Work • Precision Production Grinding

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

July 1, 1960

Frances E. Metcalf
11437 Vanowen Street
North Hollywood, California

Dear Mrs. Metcalf:

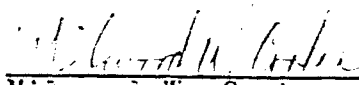
Upon the close of Escrow, for the property at 11437 Vanowen Street, North Hollywood, California, we will pay to you, the sum of \$5000.00 for the stock on hand, as per your inventory, of this date.

You may remain on the premises until approximately September 1, 1960 to sell any or all stock on hand, for which you will receive Free Rental for your Repair Shop.

Monies and sales slips for merchandise sold, ^{or (wholesale Price)} (retail prices) is to be turned over to us, on the 1st and 15th of each month, after the closing of Escrow, until such time as we shall take over the occupancy of the above mentioned premises.

Yours truly

FLEETWOOD MACHINE PRODUCTS, INC.


Milwood W. Cooke - President


Frances E. Metcalf

... .. interest at ... per annum.

Date	Principal Payment	Balance of Principal	Interest	Monthly Payment
9/1/60	\$210.00	\$21000.00	\$122.50	\$332.50
10/1/	"	20790.00	121.28	331.28
11/1	"	20580.00	120.05	330.05
12/1	"	20370.00	118.83	328.83
1/1/61	"	20160.00	117.60	327.60
2/1	"	19950.00	116.38	326.38
3/1	"	19740.00	115.15	325.15
4/1	"	19530.00	113.93	323.93
5/1	"	19320.00	112.70	322.70
6/1	"	19110.00	111.48	321.48
7/1	"	18900.00	110.25	320.25
8/1	"	18690.00	109.03	319.03
9/1	"	18480.00	107.80	317.80
10/1	"	18270.00	106.58	316.58
11/1	"	18060.00	105.35	315.35
12/1	"	17850.00	104.13	314.13
1/1/62	"	17640.00	102.90	312.90
2/1	"	17430.00	101.68	311.68
3/1	"	17220.00	100.45	310.45
4/1	"	17010.00	99.23	309.23
5/1	"	16800.00	98.00	308.00
6/1	"	16590.00	96.78	306.78
7/1	"	16380.00	95.55	305.55
8/1	"	16170.00	94.33	304.33
9/1	"	15960.00	93.10	303.10
10/1	"	15750.00	91.88	301.88
11/1	"	15540.00	90.65	300.65
12/1	"	15330.00	89.43	299.43
1/1/63	"	15120.00	88.20	298.20
2/1	"	14910.00	86.98	296.98
3/1	"	14700.00	85.75	295.75
4/1	"	14490.00	84.53	294.53
5/1	"	14280.00	83.30	293.30
6/1	"	14070.00	82.08	292.08
7/1	"	13860.00	80.85	290.85
8/1	"	13650.00	79.63	289.63
9/1	"	13440.00	78.40	288.40
10/1	"	13230.00	77.18	287.18
11/1	"	13020.00	75.95	285.95
12/1	"	12810.00	74.73	284.73
1/1/64	"	12600.00	73.50	283.50
2/1	"	12390.00	72.28	282.28
3/1	"	12180.00	71.05	281.05
4/1	"	11970.00	69.83	279.83
5/1	"	11760.00	68.60	278.60
6/1	"	11550.00	67.38	277.38
7/1	"	11340.00	66.15	276.15
8/1	"	11130.00	64.93	274.93
9/1	"	10920.00	63.70	273.70
10/1	"	10710.00	62.48	272.48
11/1	"	10500.00	61.25	271.25
12/1	"	10290.00	60.03	270.03
1/1/65	"	10080.00	58.80	268.80
2/1	"	9870.00	57.58	267.58
3/1	"	9660.00	56.35	266.35
4/1	"	9450.00	55.13	265.13

3613 N.W. 12th St

2511

266.68	6/1/7
261.45	
260.23	
259.00	6/13/7
257.78	6/13/7
256.55	
255.33	
254.10	
252.88	
251.65	12/1/7
250.43	12/1/7
249.20	
247.98	
246.75	
245.53	2/1/7
244.30	2/1/7
243.08	
241.85	4/8/7
240.63	
239.40	
238.18	5/10/7
236.95	
235.73	
234.50	
233.28	12/1/7
232.05	
230.83	
229.60	
228.38	
227.15	
225.93	10/13/7
224.70	
223.48	11/12/7
222.25	
221.03	
219.80	
218.58	1/1/7
217.35	2/1/7
216.13	
214.90	3/1/7
213.68	
212.45	
211.23	4-7-7

\$27186.50

POLICY OF TITLE INSURANCE



TITLE INSURANCE AND TRUST COMPANY

FRESNO COUNTY
1246 "L" STREET, FRESNO
1469 BELMONT AVENUE, FRESNO

INYO-MONO COUNTIES
149 NORTH EDWARDS STREET, INDEPENDENCE

KERN COUNTY
17TH AND "I" STREETS, BAKERSFIELD
1331 CHESTER AVENUE, BAKERSFIELD

ORANGE COUNTY
800 NORTH MAIN STREET, SANTA ANA

SAN LUIS OBISPO COUNTY
1141 CHORRO STREET, SAN LUIS OBISPO

SANTA BARBARA COUNTY
36 EAST FIGUEROA STREET, SANTA BARBARA

TULARE COUNTY
320 WEST MAIN STREET, VISALIA

VENTURA COUNTY
101 SOUTH CHESTNUT STREET, VENTURA
542 SOUTH "A" STREET, OXNARD

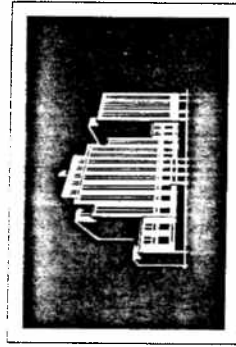
Subsidiary Companies

PIONEER TITLE INSURANCE COMPANY
SAN BERNARDINO COUNTY
340 FOURTH STREET, SAN BERNARDINO

IMPERIAL COUNTY
600 MAIN STREET, EL CENTRO

RIVERSIDE COUNTY
3490 TENTH STREET, RIVERSIDE

UNION TITLE INSURANCE COMPANY
SAN DIEGO COUNTY
220 "A" STREET, SAN DIEGO



TITLE INSURANCE AND TRUST COMPANY

INCORPORATED 1893

HOME OFFICE

433 SOUTH SPRING STREET, LOS ANGELES 54

TITLE INSURANCE AND TRUST COMPANY

FRESNO COUNTY
1246 "L" STREET, FRESNO
1469 BELMONT AVENUE, FRESNO

INYO-MONO COUNTIES
149 NORTH EDWARDS STREET, INDEPENDENCE

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IMPERIAL COUNTY
600 MAIN STREET, EL CENTRO

RIVERSIDE COUNTY
3490 TENTH STREET, RIVERSIDE

UNION TITLE INSURANCE COMPANY
SAN DIEGO COUNTY
220 "A" STREET, SAN DIEGO

Fee \$

POLICY OF TITLE INSURANCE

ISSUED BY
TITLE INSURANCE AND TRUST COMPANY
OF LOS ANGELES

Title Insurance and Trust Company, a corporation, of Los Angeles, California, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon the estate or interest covered hereby; or
4. Priority, at the date hereof, over any such mortgage or deed of trust, of any encumbrance upon such estate or interest, except as shown in Schedule B, such mortgage or deed of trust being there shown in the order of its priority.

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B and C, are hereby made a part of this policy.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

TITLE INSURANCE AND TRUST COMPANY

by *Ernest J. Lockhart*
PRESIDENT

Robert H. [unclear]
Attest SECRETARY

SCHEDULE A

Amount \$28,000.00

Effective
Date July 27, 1960 at 8 a.m. Policy No. 5434815

INSURED

FLEETWOOD MACHINE PRODUCTS, INC., a corporation, and FRANCES
E. METCALF,

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

FLEETWOOD MACHINE PRODUCTS, INC., a corporation.

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE L -- (continued)

PART II

1. General and special county and city taxes for the fiscal year 1960-1961, a lien not yet payable.

2. An easement for two lines of poles and incidental purposes over that portion of said land included within a strip of land 50 feet wide, the center line of which is described as follows:

Beginning at a point on the West property line of the East one-half of Block 74 of the Lankershim Rancho, 406 feet North of the Southwest corner of said one-half block, and running 560.7 feet, South 50° 48' East to a point on the East property line of said one-half Block 74, 288 feet, West of the Southeast corner;

As granted to The Edison Electric Company, by deeds recorded in book 2396 page 46 of Deeds and recorded in book 3717 page 281 of Deeds.

3. Covenants, conditions and restrictions, contained in the deed from F. H. Rolapp and Louise T. Rolapp, recorded May 5, 1948, which conditions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, in book 2769- page 281, Official Records.

4. A deed of trust dated July 19, 1960, executed by Fleetwood Machine Products, Inc., a corporation to Union Bank, a corporation, trustee to secure an indebtedness of \$21,000.00 in favor of Frances E. Metcalf, a widow and any other amounts payable under the terms thereof recorded July 27, 1961.

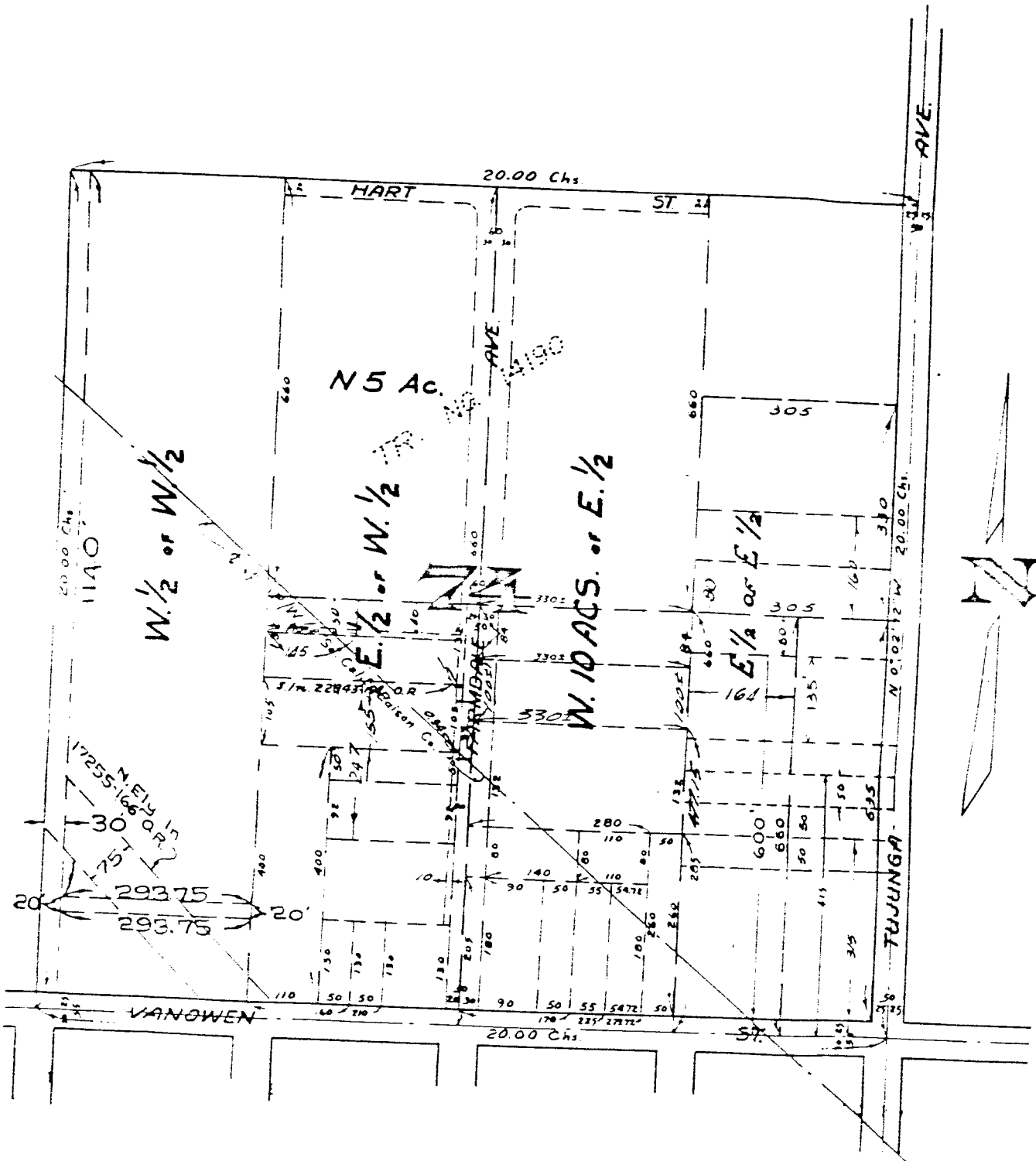
The land referred to in this policy is situated in the county of Los Angeles, state of California, and is described as follows:

The East 54.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 50 feet wide) of the South 205 feet of the West 10 Acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East one-half of lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 Acres of the South one-half of the Rancho Ex-Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 31 page 39, et seq., of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the southerly 25 feet thereof included in Vanowen Street.

7776b

PORTION OF LOT 74, OF LANKERSHIM RANCH LAND & WATER COMPANY



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

RECORDING REQUESTED BY

1053

2340

BKD 923PC595

WHEN RECORDED MAIL TO

Fleetwood Machine Products Inc.
11447 Vanowen
North Hollywood, California

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

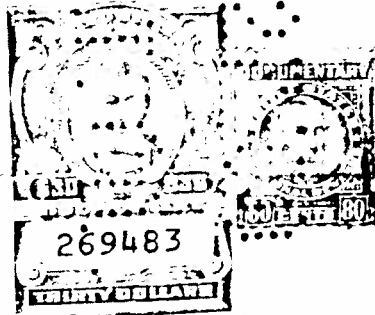
JUL 27 1960 AT 8 A.M.

RAY E. LEE, County Recorder

FEE
\$2
A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX L.R.S. \$ 30.50 IN THIS SPACE



Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANCES E. METCALF, a widow

hereby GRANT(S) to

FLEETWOOD MACHINE PRODUCTS, INC. a California Corporation

the following described real property in the city of Los Angeles
county of Los Angeles state of California:

The east 54.72 feet of the west 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the south 205 feet of the west 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the east half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the south half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the southerly 25 feet thereof included in Vanowen Street.

Dated: June 30, 1960

Frances E. Metcalf
Frances E. Metcalf

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On June 30, 1960 before me, the undersigned a Notary Public in and for said County and State, personally appeared Frances E. Metcalf

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same to and for the County of Los Angeles, State of California.

WITNESS my hand and official seal.

(Seal) *Notary Public*
Notary Public in and for said County and State

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. 5122

Escrow No. 300-1640

1053

Property acquired 7-31-60 11439 Vanowen Street, N.H.

Property of the Lankershim Ranch Land and Water Co.
Lot Com S 455 ft and E 195 ft from SW cor of lot 12 Tr #11190
th E 55 ft th S to N line of Vanowen St th W thereon 55 Ft. th N 130
Ft to beg part of Lot 74

Map book	Page	Parcel
2520	005	014

Note issued in amount of \$4,000.00 11-25-61 with interest at
rate of 8% per Annum, to Milwood Cooke - Paid 4-11-62 \$4166.66.

Note issued in amount of \$4,000.00 11-25-61 with interest at
rate of 8% per annum, to Wilfred Turcott - Paid 4-11-62 \$4166.66.

All Auto Electric Edison Co.

GENERATORS • STARTERS
WE SPECIALIZE IN AUTO ELECTRICAL
SERVICE AND PARTS
AUTO-LITE • DELCO • HOLLY

POPLAR 5-6800
11437 VANOWEN ST.
NORTH HOLLYWOOD, CALIF.

July 1, 1960

Southern California Edison Company
Right of Way & Land Department
P.O. Box 351
Los Angeles 53, California

Attention: Mr. Stueland

Dear Sir:

With reference to the property we are purchasing, the following is the Legal Description of same:

The East 54.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39 et seq. of Miscellaneous Records, in the office of the County Recorder of said County.
EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

We would greatly appreciate your sending us, as soon as possible, a copy of the Easement on 11437 Vanowen Street, North Hollywood, California.

Thanking you, in advance, for your prompt attention to this matter and hoping that the above information meets with your requirements, we remain

Yours truly

MILWOOD MACHINE PRODUCTS, INC.

Milwood W. Cooke - President

MWC/sd

ESCROW INSTRUCTIONS

BUYER & SELLER

BUYER

ESCROW NO. 300-1640

June 30, 1960

To UNION BANK 300 Valley Regional Head Office

On or before July 30, 1960

I will hand you \$ 7,000.00

MEMO

Paid outside of Escrow	\$	
Cash through Escrow:		7,000.00
Encumbrances of record		
New Encumbrances		21,000.00
Total Consideration	\$	28,000.00

and all additional funds and documents required from me to enable you to comply with these instructions, all of which funds and documents you are instructed to use or deliver if within the time hereinafter specified you hold in this escrow instruments duly executed upon the recording of which, if recording thereof is necessary, you can obtain Owner's or Joint Protection Policy of title insurance in the issuing Title Company's usual form and with the title company's usual exceptions, with a liability of \$ 28,000.00 covering real property in the City of Los Angeles, County of Los Angeles, State of California, viz: See description set out below **

as per map recorded in Book

Page

of

records of said county,

SHOWING TITLE VESTED IN: Fleetwood Machine Products, Inc. a California Corporation

FREE OF ENCUMBRANCES EXCEPT: (1) All of General and Special Taxes for the fiscal year 1960 - 19 61 , including (a) ANY SPECIAL DISTRICT LEVIES, PAYMENTS FOR WHICH ARE INCLUDED THEREIN AND COLLECTED THEREWITH, (b) ANY PERSONAL PROPERTY TAXES of any former owner;

(2) Any covenants, conditions, restrictions, reservations, rights, easements of record, and the exception of water on or under said land, WHICH ARE HEREBY APPROVED UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, subject to the qualification that public utility easements shall not exceed five feet in width and shall be over and along the rear/or one side line of said land;

(3) Deed of Trust securing an indebtedness, as per its terms, now of record, original amount of \$ NONE (approximate unpaid balance of principal \$ NONE).

(4) Deed of Trust on your form, executed by Fleetwood Machine Products, Inc. a California Corporation Securing Note for \$ 21,000.00 in favor of Frances E. Metcalf, a widow

dated during escrow , due years after date, with interest at Seven (7) per cent per annum, from date , payable at Los Angeles, California Principal and interest payable \$ 286.40 or more, on the 1st day of each month, beginning on the 1st day of September 19 60, and continuing monthly thereafter until principal and interest have been paid in full.

Endorse note to show interest to accrue from close of escrow

LEGAL DESCRIPTION **

The East 54.72 feet of the west 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the south 205 feet of the west 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the east half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the south half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39 et seq. of Maps Miscellaneous Records, in the office of the county recorder of said county. EXCEPT the southerly 25 feet thereof included in Vanowen Street

INSTRUCTIONS:

1. The consummation of this escrow is contingent upon the buyer's approval of the easements of record. Said Approval or disapproval is to be given prior to July 15th, in writing. In the event said easements are not approved seller agrees to pay all expenses incurred in connection with this escrow, including title search. You are instructed to open said title search immediately regardless of the close of this escrow.

2. Buyer will furnish fire insurance for at least \$10,000.00 with the interest of the Beneficiary under the deed of trust covered thereon, prior to the close of this escrow.

Form and Serial 1-20-62

This is a Sample deed, which parties are to be paid for by Seller
"Close of escrow" means the day instructions are filed or record.

The following adjustments and provisions ONLY, as of close of escrow

are required in this escrow:

1. Taxes, based on the latest figures available to you, including all items appearing on tax bills except taxes on property not conveyed through this escrow.
2. Interest on mortgages or trust deeds of record, Mortgage Insurance premiums, funds accrued in Impound Account for future payment of taxes, fire or Mortgage Insurance, as disclosed by any beneficiary statement received in escrow.
3. If any beneficiary statement discloses that the unpaid PRINCIPAL AMOUNT DUE ON ANY TRUST DEED OF RECORD is more or less than the amount herein set forth, adjust the difference in cash through this escrow.
4. Rents, other-than delinquent rents, based upon statements approved by me.
5. Premiums on insurance handed you for coverage of buildings on property described as above or known as 11437 Vanowen Street

Seller guarantees and you may assume that the premiums on said policies have been paid and that the policies have not been hypothecated North Hollywood, California

Make all adjustments on the basis of a thirty (30) day month.

Adjust as to Item 1 above only

Execute on behalf of the parties hereto form assignments of interest in any insurance policies (other than Title Insurance) called for herein and forward them and the policy upon close of escrow to either the agent or the insurance company, at your option, requesting the insurer to consent to such transfer or loss payable clause, make such other additions or corrections, if any, specifically required herein, and forward such policies directly to the parties entitled thereto.

Unless otherwise instructed mail all documents or checks and instruct county recorder to mail recorded instruments to parties entitled thereto at the addresses shown in your files.

If this escrow is not in condition to close on or before July 30, 1960, any party who has fully complied with his instructions may, in writing, subsequent to that date and prior to any transmission by you of irrevocable authority to record any instrument provided for herein, demand, the return of his money, documents, and/or property, upon receipt of which demand you shall mail copies of such demand to all other parties at their respective addresses shown in the escrow instructions and postpone your decision with respect to compliance with such demand until five (5) days after the date of mailing. If no such demand is made you are to close the escrow as soon as the conditions (except as to time) have been complied with.

These and all additional or changed instructions shall be subject to the following conditions:

1. No notice, demand or change of instructions shall be of any effect unless given in writing by all parties affected thereby.
2. You need make payment to or for or deliver documents to any party only if in your exclusive judgment such payment or delivery may be made without your incurring any liability. If conflicting demands are made or notices served upon you with respect to this escrow the parties hereto agree that you shall have the absolute right to elect to do either or both of the following: withhold and stop all further proceedings in, and performance of, this escrow, or file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon you in this escrow, and the parties jointly and severally agree to pay you all costs, expenses, and reasonable attorney's fees expended or incurred by you, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit.

3. You are not to be held liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, or as to identity, authority, or rights of any person executing the same, or for failure to comply with any of the provisions of any agreement, or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by you as escrow holder and for the disposition of same in accordance with the written instructions accepted by you in this escrow.

4. All parties hereto agree, jointly and severally, to pay on demand, as well as to indemnify and hold you harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind or nature which, in good faith, you may incur or sustain in connection with, or arising out of this escrow, and you are hereby given a lien upon all rights, titles and interest of each of the undersigned in all escrowed papers and other property or monies deposited in this escrow, to protect your rights and to indemnify and reimburse you under this agreement.

5. All parties agree that as far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow holder only on the within expressed terms, and you shall have no responsibility of notifying me or any of the parties to this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.

6. I agree to pay on demand all pro rata adjustments chargeable to me; charges for recording deed; for notary fees on documents executed by me; for filling in trust deed; cost of filling in and recording any other documents necessary on my part to complete this escrow, and Buyer's escrow fee as charged.

7. Seller agrees to pay, outside of escrow, and before delinquency, all taxes on personal and/or real property not conveyed through this escrow, which appear as a lien on the property affected hereby, and you are not to be concerned therewith.

8. Time is of the essence of these and all additional or changed instructions.

These instructions may be executed in counterparts, each of which so executed, shall, irrespective of the date of its execution and delivery, be deemed as original, and said counterparts together shall constitute one and the same instrument.

THE FOREGOING TERMS, CONDITIONS, PROVISIONS AND INSTRUCTIONS ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

FLEETWOOD MACHINE PRODUCTS, INC.

Signature by: _____ Signature _____

Address Milwood E. Cooke, President Address 11447 Vanowen North Hollywood, Cal

Phone by: _____ Phone _____

Wilford Turcott Secretary

SELLER

THE FOREGOING TERMS, CONDITIONS AND INSTRUCTIONS ARE CONCURRED IN, APPROVED AND ACCEPTED.

I will hand you all instruments and money necessary of me to enable you to comply therewith, including a deed of the property described, executed by Frances E. Metcalf, a widow

which you are authorized to use and/or deliver when you hold in this escrow for the account of above grantor

the sum of \$ Seven 7,000.00 and any prorata adjustments and instruments deliverable to me under these instructions. Pay at the close of escrow any encumbrances necessary to place title in the condition called for under these instructions, any portion of prorata adjustments and the following:

Pay commission of \$ None to _____

(Broker's License No. _____), whose address is _____

From funds accruing to my account at close of this escrow you are instructed to pay Bank of America, their demand for payment in full of personal note owed to the North Hollywood Branch by seller. Principal balance \$2,000.00 plus interest as demanded. No further approval necessary

Instruct the Title Company to begin search of title at once. I agree to pay on demand charges and expenses incurred by you for me; charges for insurance of title for sending in offset or beneficiary statements and/or demands; listing in advertisements; and recording any documents necessary on my part, including recording of purchase price encumbrance and seller's return fee as charged.

Issue your check for balance in favor of Frances E. Metcalf, and mail to: address shown below

Signature Frances E. Metcalf Signature _____

Address 11437 Van Owen North Hollywood, Cal Address after close of escrow

PO 5-6800

6935 Tujunga North Hollywood, Cal

Phone _____ Phone _____

FLEETWOOD MACHINE PRODUCTS, Inc.

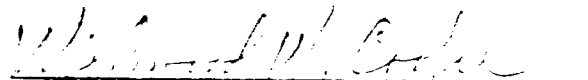
PRECISION SCREW MACHINE PRODUCTS • General Machine Work • Precision Production Grinding

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

September 14, 1960

BILL OF SALE

In consideration of the sum of Eight Hundred & Fifty 00/100 Dollars
(\$850.00) all stock of Auto Electric Parts are sold to A & L Auto Parts.


Milwood R. Cooke

U N I O N B A N K

Valley Regional Head Office 12140 Victory Boulevard, North Hollywood, Calif.

POplar 3-8441

Fleetwood Machine Products, Inc.
11147 Vanowen
North Hollywood, California

Escrow No. 300-1640

Date July 19, 1960

Gentlemen:

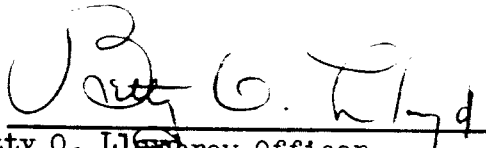
For the efficient handling of your escrow, we are sending you this checksheet on which we have indicated certain matters requiring your attention.

Your prompt delivery to us of the necessary documents will be appreciated. We believe any papers enclosed to be self-explanatory. Should you wish further information, please call on us.

Thank you for your cooperation.

Very truly yours,

UNION BANK


Betty O. Lester Escrow Officer

Please sign and return the following if satisfactory:

- ☐ Escrow Instructions
- ☐ Amended Instructions
- ☐ Bill of Sale
- ☐ Termite Report for your approval

Please sign and have acknowledged by a Notary Public & return:

- ☐ Deed
- ☒ Trust Deed and Note
- ☐ Request for Notice

Please fill out, sign & return:

- ☐ Statement of Identity
- ☐ Rent Statement

Please furnish us with:

- ☐ Inventory of Furniture
 - ☐ Fire Insurance
 - ☐ Tax Bill for year
 - ☒ Funds necessary to close
- Est. \$ 6050.00

The time limit on this escrow is

July 30, 1960

FM

DEED OF TRUST INSTALLMENT NOTE — INTEREST INCLUDED No.

North Hollywood, California, Date July 19, 1960 \$ 21,000.00

NOTE SECURED BY DEED OF TRUST

In installments, at the times hereinafter stated, for value received, I promise to pay to

FRANCIS W. MITCHELL, a widow the principal sum of \$ 21,000.00
at Los Angeles, California together with interest from 7 % per annum on the decreasing unpaid principal. Principal and
Twenty-One Thousand and no/100 at the rate of 7 % per annum on the decreasing unpaid principal. Principal and
interest payable in installments of Two Hundred Eighty-Six and 40/100 DOLLARS,
(\$ 286.40) or more each on the 1st day of each month, beginning September 1st, 19 60
and continuing monthly thereafter until principal and interest have been paid in full.

Witness my hand and seal this 19th day of July 1960.

Each payment shall be credited first on interest then due and the remainder on principal. Should the interest not be so paid it shall become a part of the principal and thereafter bear like interest. Upon default in payment of any installment of principal or interest the whole sum of principal and interest shall become due immediately at the option of the holder hereof. Principal and interest payable in any coin or currency which at the time of payment is legal tender in the United States for public and private debts. If this note is not paid when due I promise to pay in addition all costs of collection and reasonable attorney's fees incurred by the holder hereof on account of such collection whether or not suit is filed hereon. Each maker consents to renewals, replacements and extensions of time for payment hereof before, at or after maturity, consents to the acceptance of additional or substituted security for this note and waives demand and protest.

This note is secured by a Deed of Trust to UNION BANK, as Trustee.

FLEETWOOD MACHINE PRODUCTS, INC.
BY Milwood W. Cooke
Milwood W. Cooke, President

BY Wilfred Turcott
Wilfred Turcott, Secretary

DO NOT DESTROY THIS NOTE: When paid, this note, together with Deed of Trust securing same, must be surrendered to Trustee for cancellation before reconveyance will be made.

(16)

Title Insurance and Trust Company

433 SOUTH SPRING STREET • LOS ANGELES 54
MADISON 6-2411

July 19, 1960

Union Bank
12140 Victory Blvd.
North Hollywood, California
Attention: E. Lloyd

IMPORTANT When replying refer to Our No. 5434815

Your No. 300-1640

Doris Hottler, Title Officer

In addition to the matters previously reported, please be
informed of the following:

Please amend item No. 2, of our report dated 7/12/60, to read
as follows,

General and special county and city taxes for the fiscal year
1959-1960, amount \$756.14. First installment of \$559.12.
Including personal property tax of P. E. Metcalf, amounting to
\$362.09. All Paid.

mc
in. dup.

Union Bank

140 Wilshire Boulevard
North Hollywood, California
PO Box 16441 - Telephone 7-1751

OFFICE

Date August 9, 1960

Escrow No. 300-1640

Yar Loan to Fleetwood Machine Products
Inc.

Mrs. Frances E. Metcalf
6935 Tujunga Avenue
North Hollywood, California

In connection with the above numbered escrow we enclose the following documents as indicated:

- ☒ Policy of Title Insurance No. 5434815 issued by Title Insurance & Trust Co.
- ☐ Note for \$, executed by
- ☐ Check No. for \$
- ☐ Escrow Statement
- ☐ Bill of Sale
- ☒ Insurance Policy No. 160522 for \$ 10,000.00 issued by Fireman's Fund Insurance Company
, expiring 7-25-63

☐

☐

☐

The name and address of the New Owner is:

Any recorded documents to which you are entitled will be forwarded directly from the Office of the County Recorder.

Any insurance in the escrow, not held by first encumbrance holder (if any), and not enclosed herewith, will be forwarded to you later.

It was a pleasure to handle this escrow for you. We hope to have the pleasure of serving you again.

IF DUPLICATE OF THIS LETTER IS ENCLOSED, PLEASE ACKNOWLEDGE RECEIPT ON SAME AND RETURN TO US FOR OUR RECORDS.

Receipt of the above mentioned documents
is hereby acknowledged.

Very truly yours,

Ethel M. Witts, Escrow Dept.

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• Precision Production Grinding

• Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #4 (PRIOR OWNERS)

4 MARCH 1968 ALLIED GRINDING COMPANY, JOHN BAUMAN SOLD TO M.W. COOKE,
ART HAINES, AND MAX RITTENBERG JR. (FLEETWOOD ENGINEERING)
ADDRESS: 11439 VANOWNE STREET, NORTH HOLLYWOOD, CA

8 MARCH 1968

FLEETWOOD ENGINEERING INCORPORATED.
M.W. COOKE, ART HAINES, AND MAX RITTENBERG JR. OWNERS

20 APRIL 1971 FLEETWOOD MACHINE PRODUCTS, INC. (M.W. COOKE)
PURCHASED ALL SHARES FROM PREVIOUS OWNERS (ART HAINES AND
MAX RITTENBERG JR.)

28 DECEMBER 1989

FLEETWOOD ENGINEERING BEST INTERESTS TO MERGE ITSELF INTO
FLEETWOOD MACHINE PRODUCTS, INC.
OWNED BY COOKE FAMILY TRUST AND WILLIAM L. COOKE

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• Precision Production Grinding

• Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #4 (PRIOR OWNERS)

1966-1974 PURCHASE OF FLEETWOOD MACHINE PRODUCTS, INC. FROM
FRED TURCOTT, BY MILWOOD AND MILDRED COOKE.

PAPERS CONCERNING INSTALLMENT LOAN AND LEASE TO M.W.COOKE
UNTIL NOTE IS PAID.

REDEMPTION OF SHARES OF STOCK

ESCROW INSTRUCTIONS

MILWOOD W. COOKE AND MILDRED COOKE (HUSBAND AND WIFE) NOW
ARE SOLE OWNERS OF FLEETWOOD MACHINE PRODUCTS, INC.



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products



Precision Production Grinding



Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #4 (PRIOR OWNERS)

- 1975-

11433 VANOWEN STREET
NORTH HOLLYWOOD, CALIFORNIA

PURCHASE OF HOLLOW STONE GARAGE ON M2 ZONED - FROM
NELSON AUTO GARAGE. PREVIOUS OWNERS CHESTER NELSON AND FRANCES NELSON,
WITH TITLE HAVING BEEN ACQUIRED BY FRANCES MODLIN.

INSTALLMENT NOTE — INTEREST INCLUDED — (BALANCE DUE DATE)

\$ 32,500.00 North Hollywood, California. January 2, 1974, 19
In installments as herein stated, for value received, we, jointly and severally, promise to pay to
WILFRED J. TURCOTT AND JUDITH TURCOTT husband and wife as Joint Tenants

or order, at Los Angeles California the sum of
EIGHTY TWO THOUSAND, FIVE HUNDRED AND NO/100----- DOLLARS,
with interest from date endorsed hereon on unpaid
principal at the rate of 8.0 per cent per annum, payable interest and; principal payable in
installments of ONE THOUSAND SIX HUNDRED SEVENTY TWO AND 82/100----- DOLLARS
or more on the 1st day of each calendar month, beginning on the 1st
day of February, 1974 and continuing until the 1st day of January
1979, on which day the unpaid balance of said principal sum, with the unpaid interest due thereon,
shall become due and payable.

Should default be made in payment of any installment of principal or interest when due the whole sum of principal and interest shall at the option of the holder of this note become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note we promise to pay such sum as the Court may fix as attorney fee. This note is secured by a DEED of TRUST to TITLE INSURANCE AND TRUST COMPANY, a California corporation, as Trustee.

Milwood W. Cooke
Milwood W. Cooke

Mildred A. Cooke
Mildred A. Cooke

LEGAL DESCRIPTION FROM GRANT DEED

PARCEL 1: The east 55 feet of the West 225 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the east 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, as per map recorded in Book 31, Page 39, Et Seq., of Miscellaneous Records, in the office of the County Recorder of said County, EXCEPT the South 25 feet thereof included in Vanowen Street.

PARCEL 2: The East 50 feet of the West 170 feet, (said distance measured from the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distances and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando as per map recorded in Book 31, Page 39, et. seq. of Miscellaneous Records of the Office of the County Recorder of said County. EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

PARCEL 3: The East 54.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distances and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East one half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South one half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 31, Page 39, et seq. of Miscellaneous Records, in the office of the County Recorder of said County. EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

Wilfred Turcott
1906 North Maple Street
Burbank, California 91505

June 18, 1973

Mr. M. W. Cooke
Fleetwood Machine Products, Inc.
11447 Vanowen Street
North Hollywood, California 91605

Dear Mr. Cooke,

Regarding your letter of June 6, 1973, I would find it impossible to rent the property located at 11447 Vanowen Street, North Hollywood, California for the sum of \$922.50 per month.

At the time the contracts were drawn up by Marshall McDaniel, he was to remove the rent figure of \$922.50. This was because I felt it impossible to set a figure for seven years in advance. In any case, I find that I would prefer to sell the property rather than rent again.

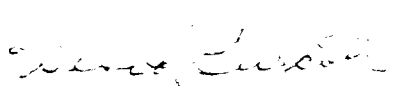
I have talked with a private assessor who said the amount of \$100,000 is low. The county assessor has the value on the tax bill to be \$108,000 which is said to be low also. Regarding the interest rate, my banks tell me that all money is 8% to 9%.

At this time, I am thinking in terms of \$105,000 at 8%. At that price, your offer of \$20,000 down and the balance payable over five years is acceptable to me.

If you are interested in discussing this matter, please contact me at your earliest convenience so that we can get together and talk.

Thank you for your past cooperation.

Sincerely,


WILFRED TURCOTT

WJT/kot

9466

Recording requested by:

Marshall L. McDaniel

When recorded, mail to:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

Mail Tax Statements to:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Fleetwood Machine Products, Inc., a corporation organized under the laws of the State of California, hereby GRANTS to Wilfred Turcott, a married man, that certain real property located in the County of Los Angeles, State of California, more particularly described in Exhibit "A", attached hereto, and by this reference thereto incorporated herein.

EXCEPTING AND RESERVING unto the Grantor those improvements now located upon said property consisting of an industrial facility of approximately 8,250 square feet and two (2) additional structures of approximately 2,000 square feet and 1,200 square feet, now located thereon, with all appurtenances thereon and thereto. Said improvements so excepted and reserved unto the Grantor shall be deemed personalty and the same may be severed and removed from the land upon which they are located by the Grantor subject to any and all other agreements between the Grantor and Grantee.

This conveyance is made subject to:

1. Real property taxes and assessments not delinquent.
2. A Lease of said land between the Grantee as Lessor and the Grantor as Lessee for a term of five (5) years commencing upon the date of recordation of this Grant Deed with a five (5) year renewal option.

3. Covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: July 29 1966.

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke President

By Jerry L. Conrow Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On July 29 1966, before me,

the undersigned, a Notary Public in and for said County and State, personally appeared

Milwood Cooke, known to me to be the _____ President, and

Jerry L. Conrow, known to me to be the _____ Secretary of Fleetwood Machine

Products, Inc., the Corporation that executed the

within Instrument, known to me to be the persons

who executed the within Instrument on behalf of the

Corporation therein named, and acknowledged to me that

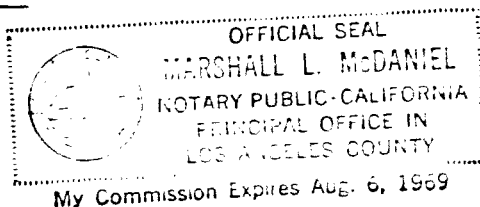
such Corporation executed the within Instrument pur-

suant to its by-laws or a resolution of its board

of directors.

WITNESS my hand and official seal

Marshall L. McDaniel
Notary Public, in and for said
County and State



MAIL TAX STATEMENTS AS DIRECTED ABOVE

LEGAL DESCRIPTION

That certain real property located in the County of Los Angeles, State of California, more particularly described, as follows:

The East 159.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

EXHIBIT "A"

L E A S E

THIS LEASE made and executed effective as of this 29th day of July, 1966, by and between WILFRED TURCOTT hereinafter for convenience only called "Lessor", and FLEETWOOD MACHINE PRODUCTS, INC., hereinafter for convenience only called "Lessee".

W I T N E S S E T H:

WHEREAS, Lessee desires to lease that certain real property located in the County of Los Angeles, State of California, the street address of which is 11447 Vanowen Street, North Hollywood, California, the legal description of which is more particularly set forth in Exhibit "A" attached hereto and by this reference incorporated herein, together with an industrial facility of approximately 8,250 square feet, and two additional structures of approximately 2,000 square feet and 1,200 square feet now located thereon, with all appurtenances.

WHEREAS, it is anticipated that Lessor will acquire the real property described in Exhibit "A" during the calendar year of 1967, or on or about July 1 of said year, and Lessor will acquire the building improvements now located upon said real property during the calendar year of 1968, or on or about July 1 of said year.

NOW, THEREFORE, in consideration of the premises and of the covenants, conditions and provisions hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

1. LEASE: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for the term hereinafter provided that real property and the improvements located thereon at such time as Lessor shall acquire the same, as such acquisition shall be

evidenced by the execution and recordation of a Grant Deed in favor of Lessor in the Office of the County Recorder of Los Angeles County, California. This Lease is made and accepted and the Leased Premises leased subject to all conditions, covenants, restrictions, reservations, easements and rights of way of record, and any condition of fact which an accurate survey of said Leased Premises would show to exist, excluding therefrom any subsurface oil, gas, or other hydrocarbon substances located at a depth of 100 feet below the surface of said Leased Premises. (Lessor shall have no right to enter upon the surface of said Leased Premises for exploration for or extraction of any such oil, gas or other hydrocarbon substances).

2. TERM: The term of this Lease shall be for six years and six months commencing on the date that Lessor acquires title to the real property (not including improvements) described in Exhibit "A" attached hereto, and said term shall extend to the end of the calendar month six years and six months after it has so commenced. It is anticipated that Lessor will acquire title to said real property on or about August 1, 1967.

3. ACCEPTANCE OF POSSESSION. Lessee now owns and is occupying the Leased Premises. Lessor will acquire title to the land and subsequently to the improvements located thereon in accordance with the provisions of an agreement between Lessor and Lessee whereby the shares of stock of Lessee owned by Lessor shall have been redeemed in full from Lessor. Lessee does hereby acknowledge that the Leased Premises are in a

satisfactory condition and that Lessee shall be in possession of and shall accept possession of the Leased Premises upon the commencement of the term of this Lease.

4. RENTAL: During the term of this Lease, Lessee without prior demand shall pay to Lessor a fixed monthly rental in advance on the first day of each calendar month of the term hereof as follows:

(a) For the period of time that Lessor owns the real property only (exclusive of improvements) the sum of \$1,310.92 per month;

(b) For such period of time as Lessor owns both the land and improvements thereon the sum of \$1,758.34 per month.

In the event that Lessor should acquire either the land or the improvements on other than the first day of a calendar month, then rental shall be prorated between Lessor and Lessee on the basis of a 30-day month and the same shall be paid within five days after the event giving rise to the obligation for the payment of rent or change in the amount of rent occurs. Said rental to be paid in accordance herewith shall be paid to Lessor at such place as Lessor may from time to time direct to Lessee in writing. It is understood and agreed that although said rental is payable in installments the parties hereto have entered into this Lease on the basis of the total rental to be

paid hereunder. As additional rental hereunder Lessee shall pay during the term of this Lease all public utility and related costs and expenses, personal property taxes, insurance premiums, expenses of occupying, operating, altering, maintaining and repairing the Leased Premises or incurred in connection with the possession, occupation, operation, alteration, maintenance, repair or use of the Leased Premises. Nothing in this paragraph contained shall be construed to require Lessee to pay any real estate taxes or assessments, or franchise, estate, inheritance, succession or transfer taxes of Lessor growing out of or connected with this Lease or Lessor's right in said Leased Premises, or any income, excess profits or revenue tax or any other tax or impost charged or levied upon the rentals payable by Lessee under this Lease which are in the nature of an income tax.

Should any installment of rental to be paid hereunder not be paid when due, then such delinquent installment shall thereafter bear interest until paid at the highest legal rate permissible.

5. SECURITY DEPOSIT: As a security for the faithful performance of the terms, covenants, conditions and provisions of this Lease as well as to indemnify the Lessor from any damages, costs, expenses, real estate brokerage commissions or attorneys' fees to which Lessor may be put by reason of any default by Lessee, Lessee agrees to deposit with Lessor the sum of Three Thousand Five Hundred Sixteen Dollars and Sixty-Eight Cents (\$3,516.68) as a security deposit five (5) days after commencement of the term hereof.

If, two months prior to the end of the term of this Lease Lessee shall not be in default under any of the terms, covenants, conditions or provisions hereof, then Lessor shall apply said security deposit in payment of rent for the last two months of the original scheduled term hereof. In the event Lessee shall be in default hereof at any time prior to the termination hereof and should such default not be remedied by Lessee in accordance with the provisions of paragraph 13 hereof, then Lessor may apply all or any portion of the security deposit in payment of Lessor's costs, expenses, damages, real estate broker's commission and attorneys' fees in enforcing the terms, covenants, conditions and provisions hereof. Nothing herein contained shall be construed to mean that the recovery of damages by Lessor against Lessee shall be limited to the sum of the security deposit. In the event any portion or all of the security deposit is applied by Lessor in accordance with the foregoing, then Lessee shall deposit with Lessor additional sums so that the security deposit in the hands of Lessor shall be at all times not less than the sum of \$3,516.68.

If this Lease should be terminated for any reason

other than the default of Lessee, then Lessor shall return the security deposit and any prepaid rentals to Lessee within thirty (30) days after such event occurs.

6. MAINTENANCE AND REPAIRS: During the entire term of this Lease the Lessee agrees and shall at its own cost and expense make any and all proper or necessary repairs, alterations and replacements to the Leased Premises and keep and maintain all of the Leased Premises in clean and good order, condition and repair, adequate for the use and purposes for which the said Leased Premises are intended and in compliance with all applicable laws, regulations and orders of public authority, whether now in effect or hereafter adopted or issued. The Lessor shall not be liable for or be called upon to make or do any repairs, alterations, replacements or maintenance in or upon the Leased Premises or any part or portion thereof under any condition whatsoever, except in accordance with the terms and provisions of Paragraph 14 hereof. Lessee's obligation of repair and maintenance as specified herein shall be exclusive of ordinary wear and tear but shall include the obligation to maintain said Leased Premises in a complete, operable condition for the purposes intended. The obligation of the Lessee with respect to repairs, alterations, replacements and maintenance is intended and understood to and shall cover and include the entire Leased Premises and each part and portion thereof whether the same be determined to be either in the nature of real property, personal property or mixed. In the event that the Lessee shall at any time during the term hereof fail, neglect or refuse to make or do any and all repairs, replace-

ments or maintenance required to be made or done by it under the terms and provisions hereof, then Lessor upon prior written notice given in accordance with Paragraph 13 hereof, and the failure of the Lessee to make or do required repairs, alterations, replacements or maintenance within the time limits therein specified may make or do such repairs, alterations, replacements or maintenance for the account of Lessee (but shall be under no obligation so to do), and any costs and expenses incurred or paid by the Lessor therefor, together with interest thereon at the highest legal rate permissible shall be charged against the Lessee and shall be added to and deemed a part of and paid with the next installment of rental payable by the Lessee to the Lessor hereunder. The Lessee hereby waives the provisions of Sections 1941 and 1942 of the Civil Code of the State of California and any and all other statutes or laws, whether now in force or hereafter adopted, permitting a lessee to make repairs at the expense or for the account of the owner or to terminate a lease by reason of the condition of the premises leased by such lessee.

7. IMPROVEMENTS AND RESTORATION: Lessee shall have the right to make, at Lessee's own expense, such improvements to the Leased Premises as Lessee deems necessary for its own use; provided that none will be made affecting the structural components of the Leased Premises leased hereby without Lessor's prior written approval. However, in making any improvements or alterations to the Leased Premises, and in the use thereof, Lessee agrees to comply with all restrictions now or hereafter imposed upon said property. At or prior to the end of the term or prior

termination of the Lease, Lessee shall remove all trade fixtures or improvements made by it to the Leased Premises, unless Lessor shall otherwise consent in writing. Lessee shall repair and restore any damage caused by such removal, shall fill in all holes and remove any protuberances, and shall repaint, if required, so that the Leased Premises are restored to the condition in which they were at the commencement of the term hereof, excepting for reasonable wear and tear permitted by Paragraph 6 hereof or damage or destruction described in Paragraphs 12 and 14 hereof.

8. USE, LAWS AND ORDINANCES: Lessee may conduct any business on the Leased Premises permitted by present zoning classification, or as said premises may be rezoned. Lessee, in the use of the Leased Premises, shall comply with all Federal, State, County and City laws, ordinances, rules and regulations. Lessee shall not use the Leased Premises, or any part thereof, so as to constitute a nuisance to, or otherwise substantially interfere with owners or occupants of adjoining or neighboring property, or so as to cause the cancellation of, or prevent the use of, Lessor's fire insurance policies.

9. LIABILITY: Lessee expressly agrees that Lessor shall not be liable to Lessee or any other person in privity with Lessee for any injury or damage that may result from any latent or patent defect in construction or condition of the Leased Premises or for any damage occasioned by said premises or any part thereof being out of repair or for any damage occasioned by fire, flood, explosion, earthquake or other act of God, nor for any damage done or occasioned by the bursting, running or leaking of any gas, water, steam or sewer pipe, plumbing or connection located in, on or about the Leased Premises. Lessee agrees to indemnify,

save and keep Lessor free and harmless against and from any and all loss, costs, damages, claims, expenses or liability, including attorneys' fees incurred by Lessor, arising out of any accident or other occurrence causing injury or death to any person or property due directly or indirectly to the use, misuse, condition or maintenance of said Leased Premises or any part thereof or other negligence by Lessee or any other person or persons holding under Lessee or by Lessee's employees, agents, guests or invitees on, in or about the Leased Premises or arising out of any failure of Lessee in any respect to comply with each and all of the requirements and provisions of this Lease. Lessee agrees to have Lessor named as added beneficiary on Lessee's comprehensive liability insurance policy in minimum amounts of -

\$ 50,000 - Property damage in any one occurrence;

\$100,000 - For death or injury to any one person
in any one occurrence;

\$300,000 - For death or injury to two or more
persons in any one occurrence.

Lessee agrees to deliver to Lessor certificates issued by the insurance carriers certifying that such insurance has been issued and is in full force and effect with provision for notification to Lessor by said insurance carriers of any cancellation of any such policy. Should Lessee fail to carry any such insurance, Lessor may obtain the same for Lessee and the cost thereof shall be due from Lessee to Lessor with the next installment of rental payable by Lessee to Lessor.

10. INSPECTION: Subject to any applicable govern-

mental security regulations, Lessor or Lessor's agents may at all reasonable times, and at any time in an emergency, have free access to the Leased Premises and any structures thereon for the purpose of examination and inspection, making repairs, alterations or improvements to the extent permitted herein, or exercising any of the rights under this Lease, or for posting notices required or permitted by law. One hundred eighty (180) days prior to the end of the term hereof, Lessor may post such rent signs as Lessor deems advisable.

11. TAXES AND ASSESSMENTS: Lessor shall pay all taxes and assessments, general or special, levied upon or against the Leased Premises, including all improvements or other structures now or hereafter erected thereon, during the term of this Lease, at least ten (10) days prior to the time such taxes become delinquent.

Lessee shall be obligated for and shall pay all personal property taxes assessed against the fixtures, furniture, machinery, equipment or other personal property owned by Lessee or located at the Leased Premises.

Lessee shall also pay any increases in real property taxes or assessments which may be levied or assessed against the Leased Premises during the term of this Lease. If the amount of real property taxes and assessments for the tax fiscal year commencing July 1, 1967 or any subsequent year of the term of this Lease shall be in excess of taxes and assessments levied against the Leased Premises (including both land and improvements) for

the tax fiscal year of July 1, 1966, through June 30, 1967, then Lessee shall pay the amount of such taxes and assessments as shall exceed the taxes and assessments for the tax fiscal year of 1966-1967. Lessee's obligation for payment of such taxes shall be by reimbursement to the Lessor for the amount of excess, if any, as shall be evidenced by a "Paid" County of Los Angeles, real property tax bill. In the event that the term of this Lease shall commence or end on other than the first day of July, then this obligation of Lessee's shall be prorated in relation to the period of time that Lessee actually occupies said Leased Premises.

The Lessee shall be entitled to protest or challenge any tax or assessment or the validity thereof in the name of Lessor, or otherwise, but any such action shall be at its own cost and expense and without cost or expense to Lessor or the Leased Premises, and under no circumstances shall any such action permit any taxes assessed against the Leased Premises to become delinquent.

12. INSURANCE: Lessee agrees to obtain and keep in effect insurance on the Leased Premises covering fire or any peril included in the California standard form of insurance policy equal in amount to the total insurable value of the Leased Premises effective at such time as Lessee acquires title to the improvements constituting a portion of the Leased Premises.

Failure of Lessee to obtain such insurance and to pay the premiums thereon shall be equivalent to nonpayment of rent. A copy or certificate of the policy or policies of insurance shall be delivered to Lessor, and such insurance shall provide by its terms that it cannot be cancelled without ten (10) days prior written notice to Lessor.

Lessee and Lessor hereby release and waive any right, power or authority of itself or any of its insurance carriers to subrogate against the other.

13. DEFAULT: Should the Lessee's interest herein, or any part thereof, be assigned or transferred either voluntarily or by operation of law (except as permitted by Paragraph 22 hereof) including without limitation the happening of any of the contingencies specified in Paragraph 18 hereof, or if Lessee should after written notice fail to remedy any default:

A. In the payment of any sum due under this Lease for ten (10) days; or

B. In keeping of any other term, covenant or condition herein (each term and each provision of this Lease requiring action or inaction by Lessee shall be construed as both a covenant and as a condition precedent to the continued use and possession of the leased premises by Lessee) with all reasonable dispatch, not exceeding thirty (30) days, except that if the same cannot be done, performed or remedied within thirty (30) days, then if the Lessee has not commenced the remedies thereof within said thirty (30) days and thereafter diligently continues therewith until completely remedied, performed or done;

THEN, and in any of such events, Lessor shall have the right at Lessor's option in addition to and not exclusive of any remedies Lessor may have by operation of law or elsewhere herein set forth, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, using all necessary force so to do and either (1) in writing addressed to Lessee declare this Lease at an end, in which event this Lease shall without any further action by Lessor otherwise terminate, and Lessee shall immediately pay Lessor a sum of money equal to the amount, if any, by which the then cash value of the rent reserved hereunder for the balance of the term of this Lease exceeds the then cash reasonable rental value of the Leased Premises for the balance of said term; or (2) without terminating this Lease Lessor may relet the Leased Premises or any part thereof as the agent or for the account of Lessee upon such terms and conditions and at such rental as Lessor may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of such reletting, including real estate brokerage fees, attorneys' fees and reasonable improvements, repairs or maintenance made to the Leased Premises to put them in a condition to be leased, and thereafter toward payment of all sums due or to become due to Lessor hereunder and if a sufficient sum shall not be thus realized to pay Lessor's charges, expenses and damages, Lessee shall pay to Lessor any deficiency monthly notwithstanding Lessor may have received a rental in excess of the rental stipulated in this Lease in a previous or subsequent month, and Lessor may bring an action therefor as such monthly deficiency shall arise.

If the Leased Premises are not released or relet

Lessee shall remain liable to the full extent of the rent herein reserved, including all damages, costs and expenses to which Lessor may have been put. Lessor may reject any prospective new tenant or subtenant at Lessor's sole discretion because of unsatisfactory financial condition, hazardous use or other similar or dissimilar reason. Any re-entry by Lessor shall be allowed by Lessee without hindrance and Lessor shall not be liable in damages, or otherwise, for any such re-entry, nor shall Lessor be guilty of trespass or forcible entry, which Lessee hereby specifically permits and waives any claims or causes of action Lessee may now or hereafter have by reason thereof. Lessor may re-lease or sublet the Leased Premises, or any part thereof, without notice to Lessee, but for the account of Lessee, for the unexpired term of this Lease or any lesser part thereof or for a longer period of time, in which latter event the period of time in excess of the term of this Lease shall be for the sole account of Lessor and under any such lease the Lessor may collect said rent or any other rent or charges that may thereafter become payable without accounting to or notifying Lessee.

It is expressly agreed that neither the taking of possession of the Leased Premises nor the institution of any proceedings by way of unlawful detainer, ejectment, quiet title or otherwise to secure possession of said Leased Premises nor the re-entry by Lessor with or without the institution of such proceedings nor the re-renting or subletting of said premises shall operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Lessor's option so to do, but only by the giving of the written notice hereinbefore provided shall such termination be effected.

In the event of any re-entry and taking possession of the Leased Premises in accordance herewith, Lessor shall have the right but not the obligation to remove therefrom all or any personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof and Lessee.

The various rights and remedies given to or reserved to Lessor by this Lease, or allowed by law, shall be cumulative, and no delay or omission of Lessor to exercise any of Lessor's rights or remedies shall be construed as a waiver of any default of Lessee or acquiescence therein. Nor shall any waiver by Lessor or Lessee of any breach of any provision of this Lease be deemed for any purpose to be a waiver of any breach of any other provision hereof, nor of any continuing or subsequent breach of the same provision.

14. DAMAGE OR DESTRUCTION OF LEASED PREMISES:

(a) Should the building or other structures on the Leased Premises be damaged or destroyed by any insured-against cause, and by impartial expert appraisal to be made within ten (10) days thereafter should such damage or destruction be capable of being repaired or rebuilt within a period of ninety (90) days, or less, then Lessor shall repair or rebuild the building or structure after obtaining all necessary permits and authorizations so to do. Lessor agrees to use its best efforts to obtain all necessary permits and authorizations so that repairing or rebuilding can be commenced as soon as possible. If such repairing or rebuilding cannot be effected within ninety (90) days by said impartial expert appraisal, or should damage or destruction occur from an uninsured cause, then either Lessor

or Lessee may terminate this Lease, effective as of the date of the casualty, upon giving written notice to the other.

(b) Lessor's liability to pay the costs of the repairs and rebuilding in accordance with this Paragraph 14 shall be limited to the amount of insurance proceeds received by Lessor on account of such damage or destruction.

(c) Lessee shall immediately notify the Lessor in case of fire or other damage to the Leased Premises. Upon any rebuilding or repairing in accordance with this Lease, the Lessee shall not be entitled to any damages from Lessor for any inconvenience or other reasons. However, rent shall be pro-rated commencing after the damage or destruction to date of completion of rebuilding or repairing in the ratio that the space remaining available to Lessee bears to the total Leased Premises theretofore existing.

15. CONDEMNATION: If title to all of the Leased Premises or in excess of 30% thereof be taken by any public or quasi-public authority under any statute or by right of eminent domain or by private purchases in lieu thereof, so that the Lessee is not able to continue Lessee's operations in the Leased Premises substantially in the manner that it was prior to the taking, Lessee shall have the option to terminate this Lease on ten (10) days' written notice, effective as of the date possession by the condemnor is taken, and in so doing Lessee assigns to Lessor all rights to share in any settlement or judgment given in payment for the taking of all or a portion of the Leased Premises. In the event of such taking and in the further event that Lessee does not exercise Lessee's option to terminate this Lease in

accordance herewith, then this Lease shall cease as to the part so taken from the date the possession of that part shall be taken and rent shall be paid up to that day as to such part only. In the event that Lessee continues in possession of the remainder of the Leased Premises, said possession shall be pursuant to the terms herein provided except that the rental rate provided for herein shall be reduced by the ratio that the utility of the Leased Premises acquired by eminent domain or purchase in lieu thereof bears to the utility of the Leased Premises existing prior thereto. All damages or payments awarded or made for taking by condemnation shall belong to the Lessor whether such damages shall be awarded or paid for compensation or diminution in value to the leasehold or to the fee of the Leased Premises, or as severance damages, and the Lessee hereby assigns all such awards to Lessor and Lessee agrees to execute any documents as may be necessary to assign all awards or payments under condemnation or by purchase in lieu thereof to Lessor. Provided, however, that the Lessee shall be entitled to any award under condemnation for the taking of personal property of the Lessee or for the taking of any improvements made to the Leased Premises by the Lessee which, under the provisions of this Lease, remain the property of Lessee upon the termination of this Lease.

16. STRIKES, WAR, ACTS OF GOD: The time within which Lessor or Lessee is obligated herein to construct, repair or rebuild any building improvement or other structure, shall be extended and the performance excused when the delay is occasioned by Lessee, strikes, threats of strikes, blackouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamities,

civil commotions, violent action of the elements, fire, action or regulations of any governmental authority, statute, law or ordinances, impossibility of obtaining materials, or other matters or things, whether similar or dissimilar to the foregoing, beyond the reasonable control of Lessor or Lessee.

17. COST OF LITIGATION: In the event that Lessor or Lessee brings any action or proceeding against the other for possession of the Leased Premises or for the recovery of any sum due hereunder, or because of the breach of any covenant, condition or provision hereof or for any other relief against the other, declaratory or otherwise, including appeals therefrom, and whether being an action based upon a tort or contract, then the prevailing party in any such action or proceeding shall be paid by the non-prevailing party reasonable attorneys' fees and all costs of such action or proceeding which shall be deemed to have accrued on the commencement of such action or proceeding and shall be enforceable whether or not such action or proceeding is prosecuted to final judgment, and including an allowance for attorneys' fees for appeals and rehearings.

18. INSOLVENCY OF LESSEE: If at any time during the term hereof proceedings in bankruptcy shall be instituted by Lessee or shall be instituted against Lessee and shall result in an adjudication in bankruptcy, or, if the Lessee shall file, or any creditor of Lessee shall file, or any other person shall file, any petition under Chapter X or Chapter XI of the Bankruptcy Act of the United States of America as the same is now in force or may hereafter be amended, and same be judicially approved, or if a

receiver of the business or assets of Lessee be appointed and such appointment not be vacated within sixty (60) days after notice thereof to Lessee, or the Lessee makes an assignment for the benefit of creditors, or any sheriff, marshal, constable or keeper takes possession or control of all or a portion of the Leased Premises by virtue of any attachment or execution proceedings and offers same for sale publicly, then Lessor may exercise any of the remedies set forth in paragraph 13 hereof; and, in addition thereto, notwithstanding anything to the contrary herein provided, Lessor may, at Lessor's option, in either or any of such events, without notice to Lessee or any other person or persons, immediately re-enter and take possession of the Leased Premises and terminate this Lease with or without process of law, such process and/or notice being expressly waived by the Lessee. Upon such termination, all installments of rental earned to the date of termination and unpaid shall at once become due and payable and, in addition thereto, Lessor shall have all rights provided by the bankruptcy laws relating to the proof of claims of an anticipatory breach of an executory contract. In no event shall this Lease or any interest of Lessee therein be considered as an asset of Lessee in any bankruptcy, receivership or other judicial proceeding. The option hereby given to Lessor may be exercised at any time or any state of any of the contingencies noted herein and no delay in exercising such right or rights, or acceptance of delinquent payments hereunder, shall constitute a waiver or release of such right or rights.

19. ABANDONMENT OF LEASED PREMISES: Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Lease, and shall not permit the Leased Premises to remain unoccupied except during and for the purpose of making such repairs or restoration as may become necessary under the provisions hereof. If Lessee shall remain in possession of the Leased Premises after the termination or expiration of this Lease such holding over shall at the option of Lessor constitute a tenancy from month to month only and at the rental and upon the same terms, covenants and conditions as existed at the time of such expiration or termination.

20. NOTICES: Any notices permitted or required to be given hereunder, to be effective shall be sent to the respective parties at their addresses designated opposite their signatures or to such changed addresses as either Lessor or Lessee shall advise the other in writing from time to time. Any notices permitted or required to be given hereunder shall be served in person and receipted for or by enclosing the same in a sealed envelope addressed to the proper party, postage prepaid, registered or certified, return receipt requested, and deposited in the United States mail. Any lending entity whose loan is secured by all or any portion of the Leased Premises shall have the right to request copies of any notices given by Lessor or Lessee to the other in accordance herewith and should such request be made by any such lending entity, then such notices of Lessor and Lessee as may or shall be required to be given hereunder shall be ineffective unless copies thereof are addressed to such lending

entity at the address as such lending entity may indicate from time to time in writing to Lessor and to Lessee.

21. INTERPRETATION: Time is of the essence of this Lease. Paragraph headings do not limit or add to the provisions of this Lease and on the contrary are to be disregarded upon any interpretation hereof. It is agreed that this Lease shall be construed pursuant to the laws of the State of California and that the execution hereof be deemed to have taken place on the part of all signatories hereto within the County of Los Angeles, State of California. In the event that any part, clause or provision of this Lease should be deemed to be contrary to law or unenforceable, such invalidity shall not affect any other clause or provision of this Lease. The designation of Lessor or Lessee shall include both the plural and singular number and the masculine, feminine and neuter genders where required for an appropriate interpretation hereof. This Lease Agreement includes all of the terms, conditions, covenants and agreements by and between the parties hereto and this Lease may not be amended orally but only by a document in writing executed by both parties hereto.

For the convenience of the parties hereto this Lease has been executed in quadruplicate which in all respects are identical. Each of them shall be deemed complete in itself.

22. ASSIGNMENT AND SUBLETTING: This Lease shall bind and insure to the benefit of the successors and assigns of the parties hereto.

Lessee may sublease all or portions of the Leased Premises to third persons without Lessor's prior written consent. Lessee shall remain bound hereby notwithstanding that Lessee may sublet in accordance herewith. Lessee may at any time assign this Lease in whole or in part to any corporation with which Lessee may become merged, or to any parent or subsidiary of Lessee for any uses permitted in this Lease, and such assignees or sublessees shall be bound by all the terms, conditions and covenants of this Lease. In the event that the assignee of Lessee has a net worth equal to or in excess of the then net worth of the Lessee, then Lessee after the effective date of the assignment shall thereafter be released and relieved from any further liability hereunder. In the event that Lessor herein named should sell the Leased Premises, then Lessor shall be relieved from any further liability hereunder except for liability accruing prior to the date of such sale.

23. OPTION TO EXTEND LEASE: Provided that Lessee is not then in default hereof, Lessee is hereby given an option to extend the term hereof for an additional five (5) years commencing on the expiration of the original term of this Lease. Should Lessee desire to exercise this option, then Lessee shall do so by giving to Lessor written notice thereof at least one hundred twenty (120) days prior to the end of the original term hereof of Lessee's election so to do. In the event that Lessee exercises its option, then the terms, covenants, conditions and provisions of the Lease for the extended term shall be the same as those set forth in this Lease, except that the rental shall be \$922.50 per month during the term of the option.

24. OPTION OF FIRST RIGHT OF REFUSAL TO PURCHASE:

During the original term of this Lease, Lessee shall have and it is hereby given a right of first refusal to purchase the Leased Premises, together with all structures and improvements thereon, owned by Lessor, on the same terms and conditions and at the same price as any bona fide offer for said premises received by Lessor and which Lessor desires to accept. Lessor shall give to Lessee written notice of any bona fide offers received by Lessor, stating therein the material monetary terms of such offer. At any time within twenty (20) business days after receipt of such notice Lessee shall have the right to meet the material monetary terms of such offer and the other terms and conditions thereof as specified in such notice, by written notice to Lessor.

If and only if Lessee does not exercise its right of first refusal, Lessor shall have the right, power and authority to make a sale upon the material monetary terms and upon the other terms, covenants and conditions specified in the written notice given by Lessor to Lessee. Lessor shall not be deemed to have departed from the material monetary terms and other terms, covenants and conditions set forth in the notice given to Lessee if, during the escrow period pertaining to the demised premises which are to be sold the total sales price is reduced by not more than three per cent (3%). However, if such sale is not implemented by the opening of an escrow within thirty (30) days after the date of Lessor's notice to Lessee, and said escrow is not closed within ninety (90) days after opening thereof, or if Lessor proposes to make such sale or any other sale on material monetary

terms and other terms, covenants and conditions less favorable to Lessor than those specified in such written notice to Lessee, the same procedure shall again be followed.

The aforementioned right of first refusal to purchase in favor of Lessee does not apply to any sale or transfer between Lessor and any member of Lessor's family, or any transfer pursuant to Lessor's last Will, or by operation of law in the event of Lessor's intestate death. However, except as previously set forth, said right of first refusal shall be binding upon Lessor and Lessor's heirs, personal representatives, successors and assigns. The foregoing right of first refusal to purchase shall become null and void in the event Lessor consummates a sale to a third party and Lessee has not exercised its right of first refusal to purchase.

25. IN GENERAL:

A. The specific remedies to which Lessor or Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may lawfully be entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

B. The covenants and agreements herein contained shall bind and inure to the benefit of Lessor and Lessor's heirs, personal representatives, successors and assigns, and Lessee and Lessee's successors and assigns, subject to the provisions of this Lease.

C. Each covenant, agreement or stipulation by a party hereto shall be performed at such party's own cost and

expense, and without cost or expense to the other party.

D. Any notice or demand required or permitted by law or by any of the provisions of this Lease shall be in writing. All notices shall be given to the parties at the addresses indicated opposite their respective signatures. Either party hereto may change the place to which notices are to be given by advising the other party in writing

E. The headings or captions of the paragraphs in this Lease are for convenience and reference only, and they in no way define, limit, or described the scope or intent of this Lease, or the provisions of such paragraphs.

F. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place or places herein in which the context may require such substitution or substitutions.


G. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

H. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Lessor or Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT as of the day and year first above written.


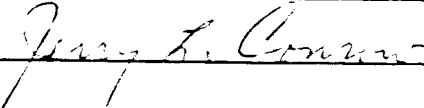
Addresses:

1906 Maple Street
Burbank, California


WILFRED TURCOTT, "Lessor"

11447 Vanowen Boulevard
North Hollywood,
California

FLEETWOOD MACHINE PRODUCTS, INC.

By  Pres.
By  Sec.
"Lessee"

LEGAL DESCRIPTION

That certain real property located in the County of Los Angeles, State of California, more particularly described, as follows:

The East 159.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

EXHIBIT "A"



FLEETWOOD MACHINE PRODUCTS

PRECISION SCREW MACHINE PRODUCTS

• General Machine Work

• Form Tool Grinding

11439 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

Oct 8, 1953

Mr. Daniel W. Gage
458 S. Spring St.
Suite 740 Rowan Bldg.
Los Angeles, California.

Dear Dan:

In reply to your letter of Oct 2nd, I herewith enclose 2 copies each of the profit and loss statements for the years 1951 and 1952, you already have 2 copies of the profit and loss for the first six months of 1953. The business was started Jan 1951, so you have the entire profit picture. The salaries of the officers of the Corporation are as we agreed \$300.00 per week however the boys tell me that you have discussed a bonus setup at the year end, is it necessary to inform the Division of Corporations of this fact? The basis of arriving at the figure of Goodwill was as follows: The total receipts for the two and half years the partnership operated was \$294428.93 we took 3% of this figure which was \$8832.84, However I used the figure \$9000. to facilitate the matter. If there is any more information you require, please do not hesitate to ask.

Very truly yours

Fleetwood Machine Products Inc.

J.O. Flora.



FLEETWOOD MACHINE PRODUCTS

PRECISION SCREW MACHINE PRODUCTS

• General Machine Work •

Form Tool Grinding

11439 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

STATEMENT OF PROFIT & LOSS, PERIOD JAN. 1, 1953 to JUNE 30, 1953

Total Receipts \$87951.48

Expenses:

Wages	\$20351.74
Outside Labor	13898.93
Interest	348.71
Taxes	1580.95
Repairs & Maintenance.....	1429.51
Utilities	346.93
Telephone	237.92
Operating Supplies	12450.33
Insurance	1856.31
Auto Expense	863.72
Accounting & Legal	800.00
Sales & Promotion Expense ..	2595.18
Advertising	78.40
Mis'cl Expense	41.68
Freight	1109.22
Commission	465.00
Bank Charges	4.18
Depreciation	8679.47

Total Expenses \$64238.18

Net Profit \$23713.30

2 Copies To Han Yage
This Date 10-1-53
R.H.M.



FLEETWOOD MACHINE PRODUCTS

PRECISION SCREW MACHINE PRODUCTS • General Machine Work • Form Tool Grinding

11439 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

Statement of Profit and Loss for the period Jan 1, to Dec 31, 1952

Total Receipts \$140902.95

Expenses:

Wages	\$17351.66
Rent	1145.00
Interest	614.58
Taxes	1352.45
Repairs	121.00
Outside Labor	5026.47
Utilities	535.21
Telephone	332.99
Operating Supplies	1363.70
Advertising	61.20
Insurance	1435.24
Legal and Accounting	962.75
Auto Expense	1020.46
Sales & Promotion Expense	5517.60
Freight and Bank Charges	138.23
Depreciation	8075.20

Total Expenses \$57461.72

Net Profit \$83441.23



FLEETWOOD MACHINE PRODUCTS

PRECISION SCREW MACHINE PRODUCTS • General Machine Work • Form Tool Grinding

11439 VANOWEN STREET
NORTH HOLLYWOOD, CALIF.
TELEPHONE STANLEY 7-3308

Statement of Profit & Loss for the year 1951 Jan 1. to Dec 31.

Total Receipts:.....\$65574.50

Expenses:

Wages	\$7929.55
Rent	1400.00
Intorest	313.51
Taxos	464.11
Repairs	92.13
Outside Labor	526.33
Utilities	332.74
Telephone	178.45
Advertising	100.21
Insurance	468.90
Operating Supplies	4162.26
Sales & Promotion Expense	1899.00
Bank Charges	5.25
Legal and Accounting	340.00
Freight	500.65
Auto Exponse	626.76
Depreciation	3700.50

Total Expenses

\$25168.87

Net Profit

\$42405.63

Business was started Jan 1st, 1951

RELEASE OF MORTGAGES OR MORTGAGES OF CHATTELS

KNOW ALL MEN BY THESE PRESENTS:

That BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the owner of the hereinafter described mortgage(s), made and executed by:

Fleetwood Machine Products, a Co partnership

as mortgagor(s), hereby certifies and declares that said mortgage(s) has (have) been released and discharged.

The said mortgage(s) being dated and recorded (or filed) in the office of the County Recorder of

Los Angeles County, State of California, as follows:

<u>Mortgage Dated:</u>	<u>Book-Volume-File:</u>	<u>Page:</u>	<u>Record:</u>	<u>Date of Recording:</u>
Feb. 23, 1951	35679	241	Official	February 28, 1951

IN WITNESS WHEREOF, the said BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, has caused these presents to be executed by its officer thereunto duly authorized by resolution of its Board of Directors, heretofore recorded in the aforesaid County.

Dated July 16, 19 54

Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION
By *H. L. Warriner*
Assistant Cashier-Manager

(For County Recorder's Use Only)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

ss.

On this 16 day of July, 19 54, before me,

Mary C. Shannon, a Notary Public in and for said

Los Angeles County, personally appeared

H. L. Warriner

known to me to be the person.... who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

(SEAL)

Mary C. Shannon
Notary Public in and for said Los Angeles County and State

My commission expires September 3, 19 57

WHEN RECORDED MAIL TO:

July 19, 1960

Los Angeles County Records
Hall of Records - Room 200
220 North Broadway
Los Angeles 12, California

Gentlemen:

Please send us a certified copy of the easement dated August 9, 1905 from Alfred Pearson to the Edison Electric Company, recorded August 9, 1905 in Book 2396, page 46, of Deeds and re-recorded May 18, 1915 in Book 5963, page 309, of Deeds.

Enclosed please find our check in the amount of \$1.75 to cover charges for this copy. Enclosed also find our self-addressed and stamped envelope for your convenience.

Thanking you for your services, we remain

Yours truly

FLEETWOOD MACHINE PRODUCTS, INC.

Milwood W. Cooke - President

MWC/sd
Enc: 2

SOUTHERN CALIFORNIA EDISON COMPANY

EDISON BUILDING • P. O. BOX 351

LOS ANGELES 53, CALIFORNIA

RIGHT OF WAY AND LAND DEPT.
P. B. PEECOCK
MANAGER
G. L. HARVEY
ASSISTANT MANAGER

July 18, 1960

Fleetwood Machine Products, Inc.
11447 Vanowen Street
North Hollywood, California

Subject: Kern River TL RW
Title Information

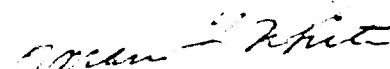
Gentlemen:

In answer to your letter of July 1, 1960 concerning our rights in certain property you plan to purchase adjacent to our right of way; the easement dated August 9, 1905 was from Alfred Pearson to the Edison Electric Company, recorded August 9, 1905 in Book 2396, page 46, of Deeds and re-recorded May 18, 1915 in Book 5963, page 309, of Deeds in the office of the County Recorder.

A copy of this easement can be obtained from the County Recorder of-M178-7211 Los Angeles County.

We are pleased to be of assistance.

Yours very truly,


Norman F. White
Property Negotiator

NFW:rl

I HEREBY CERTIFY THAT IF IMPRESSED WITH THE SEAL OF LOS ANGELES COUNTY RECORDER,
THIS IS A TRUE COPY OF THE PERMANENT RECORD FILED OR RECORDED IN THIS OFFICE.

DATE JUL 21 1960

FEE

75

Ray C. Lee
COUNTY RECORDER
LOS ANGELES COUNTY, STATE OF CALIFORNIA

---0000---

The Grantor Alfred Pearson hereby grants to the Grantee, The Edison Electric Company, a corporation, its successors and assigns, the right to construct, use, maintain and replace on the lands of the Grantor, situated in the County of Los Angeles, State of California, two lines of poles or towers upon which to suspend from cross-arms, brackets or other appropriate device to be attached to said poles, or towers, wires for conveying electric energy to be used for light, heat, power or other purposes, and use the same for such purposes. The Grantee shall have the right to place and maintain on such poles or towers as many wires, cross-arms, braces and other necessary appliances as it shall desire to do in the conduct of its business.

All of said poles or towers shall be placed within a distance of fifty feet from a line through the said real property of the Grantor, which line is described as follows:

Beginning at a point on the west property line of the east $\frac{1}{2}$ of Block 74 of the Lankershin Rancho, 406 ft. north of the S W corner of said $\frac{1}{2}$ Block and running 560.7 ft., S 50° 43' E to a point on the east property line of said $\frac{1}{2}$ Block 74, 223 ft. west of the S E corner.

It is agreed that no wire used for the transmission of electric energy shall be strung 25 ft. or nearer to the surface of the ground. No telephone wire nearer than 12 ft. to the surface of the ground. No more than 2 towers and 3 poles shall be placed on the right of way herein granted. The grantee agrees to pay for all damage to crops or other property of the grantor done during the construction or maintenance of said lines. The grantee agrees, should the grantor fence in his property, to erect at its own expense necessary gates its entrance or egress.

The Grantee and its employees and agents shall, at any time when necessary, and at all reasonable times, have free access to the said poles, or towers, and fixtures thereon for the purposes of constructing, repairing, renewing, maintaining, replacing and operating such electric lines. And the said Grantor covenants not to erect any building or structure so that it will interfere with said wires, and that he will not plant any trees or shrubs, so that they will interfere with said wires; and that if any tree or shrub so grows, the said Grantee or its employees, may trim such tree or shrub so as to prevent such interference. Such interference shall be construed as meaning a space of 5 ft. or less from the said wires.

In Witness Whereof, the Grantor has executed this instrument this 9th day of August, 1905.

Witness: Vincent Whitney.)

Alfred Pearson

State of California, County of Los Angeles) ss

On this Ninth day of August in the year one thousand nine hundred and 5, before me, Jacob Gray, a Notary Public in and for said County of Los Angeles, personally appeared Vincent Whitney, who is personally known to me to be the person whose name is subscribed to the within and annexed instrument as a witness; and who, having been by me first duly sworn, did depose and say that he resides in the City of Los Angeles, County of Los Angeles, State of California, that Alfred Pearson, the person whose name is subscribed to said instrument as a party thereto is the person described in it; that he saw said Alfred Pearson execute said instrument by sub-

Control (30)

1915-1916 Public

in and for the County of Los Angeles, State of California, by Commission Expires June 1, 1917.

Recorded at the County of Los Angeles, State of California, on May 19, 1915, at Book 2326, Page 46 of the

Los Angeles County Records. Witness my hand and the Seal of said County, at Los Angeles, California, this 19th day of May, 1915.

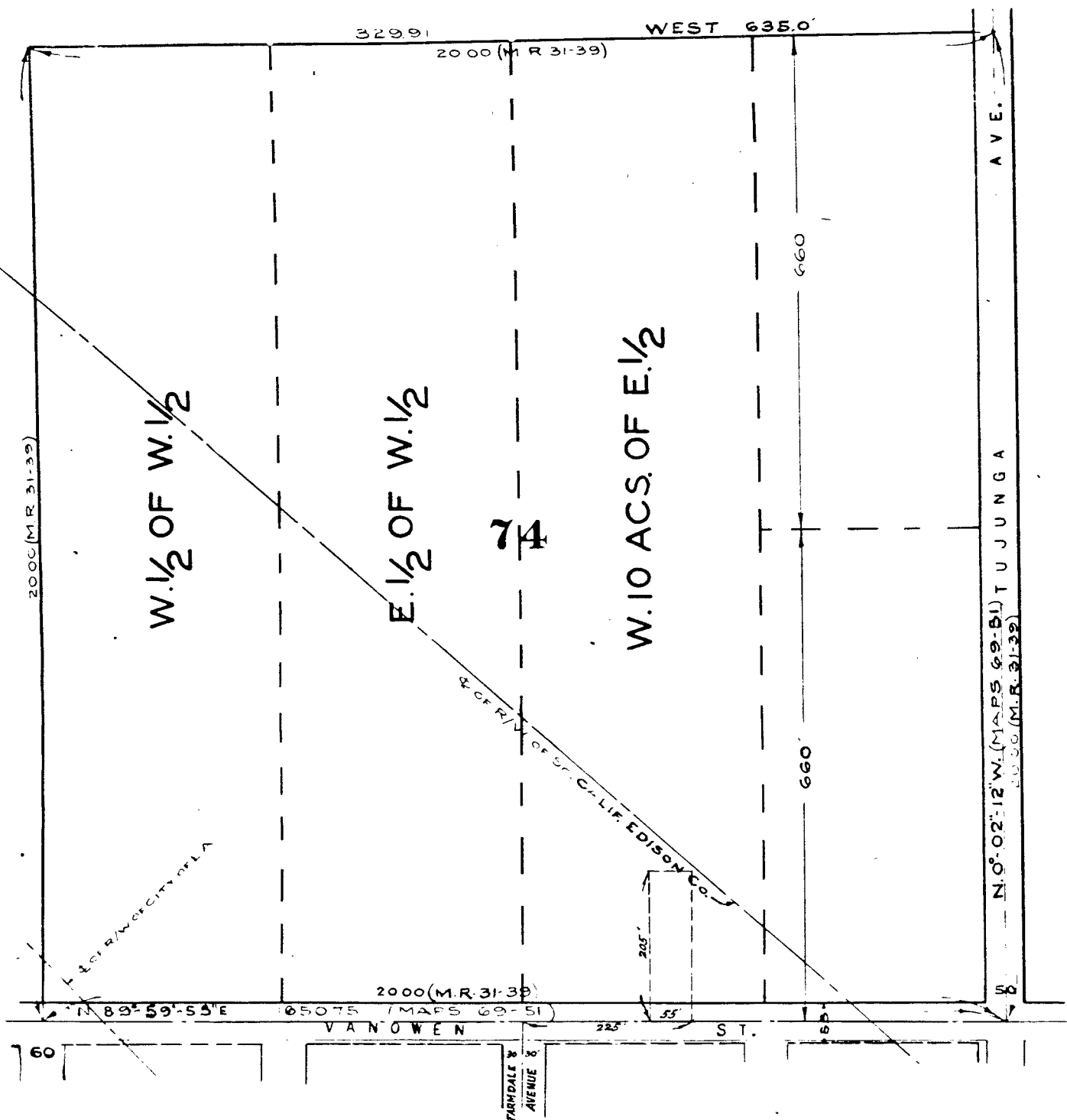
Attest: J. L. Hazen, Deputy, County Recorder.

Filed for Record at the County of Los Angeles, State of California, on May 19, 1915, at Book 2326, Page 46 of the

Los Angeles County Records.

Deputy

LOT 74
LANKERSHIM RANCH LAND
AND WATER CO'S SUBDIVISION.
MISC. REC. 31 - 39 TO 44.



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

COUNTY OF LOS ANGELES

H. L. BYRAM, Tax Collector
This statement when stamped paid becomes a receipt for the payment of taxes on the property described hereon, levied by Los Angeles County for the fiscal year, July 1, 1952 to June 30, 1953, inclusive. MUNICIPAL and SPECIAL DISTRICT Taxes or Assessments may also be included in this statement.

SECOND INSTALLMENT RECEIPTED HERE

DO NOT LEAR OFF 43

Assessed to 4100 Harvey Avenue E.

Property of 4100 Harvey Avenue E. Lot 74. 2nd Installment of 1952 taxes. \$143.34. Paid in full. 11-5-52. 3055-0. 4200. 1952. 143.34. 44. 11. 57. 278. 57.

BEFORE
PAYING
THIS BILL
CHECK
PROPERTY
DESCRIPTION
WITH YOUR
DEED.

115-0	3055-0	4200		
LAND	IMPROVEMENTS SEE PARAGRAPH NO. 7 - REVERSE SIDE	EXEMPTIONS	NET REAL PROPERTY AFTER EXEMPTIONS	NET PERSONAL PROPERTY AFTER HOUSEHOLDERS & OTHER EXEMPTIONS

DUE AND DELINQUENT DATES

IF THIS PROPERTY HAS BEEN SOLD, PLEASE FORWARD THIS BILL TO THE NEW OWNERS OR MARK STATEMENT "SOLD".

INSTALLMENTS DUE
First Installment NOV. 1, 1952
Second Installment JAN. 20, 1953
INSTALLMENTS DELINQUENT
DEC. 10, 1952 (5 P.M.)
APR. 20, 1953 (5 P.M.)
PENALTIES
6%
6%

REDEMPTIONS
The second installment may be paid at the same time the first installment is paid. An additional charge of \$1.00 is added to each item not paid on or prior to April 20, 1953.
The following additional penalties and costs will be charged to redeem from sale to State after June 30th: One per cent per month for the first year and 1/2 of one per cent per month thereafter, plus a fee of \$2.00 for each parcel.

ENDORSED CHECKS ARE NOT ACCEPTED.
UNDEPOSITED CHECKS PAYABLE TO H. L. BYRAM, TAX COLLECTOR

1952

TOTAL PAYMENT RECEIPTED HERE

Read subject matter on reverse side of this statement. It may answer your tax question.

NO. 12718

1952				
TOTAL	270	44		
6% PEN.	8	11		
6% PEN.	278	57		
TOTAL				

6% PEN.	8	11		
TOTAL	143	34		
TOTAL 1st INST.				

LOT SEC.	BLK. DIV. TWP.	REGION RANGE WEST	CODE AREA	PARCEL NUMBER
74			4	716 01617

OFFICIAL CLERK

25834

No. _____

COUNTY OF LOS ANGELES
STATE OF CALIFORNIACertificate of Redemption of
Real Estate Purchased by the State

The following is an estimate of the amount required to
redeem the within described real estate, which was sold
to the State on the 30 day of June, 19 50

for the delinquent taxes of 19 49

ASSESSED TO Henry & Lula Fick

AMOUNT

DESCRIPTION OF REAL ESTATE

TRACT Property of The Lankers
Ranch Land & Water Co

Lot on N line of Van Owen St
com W 410 ft from W line of
Tujunga Ave th W on sd N line 55
ft th N 180 ft th W 50 ft th S
186 ft th W 90 ft th N 260 ft th
E 250 ft th S 80 ft th W 55 ft
th S 180 ft to beg.

Except por redeemed 4-10-52

36264

Except por redeemed 4-26-51

38160

1950: Slight Change

Except por red 1-31-52 # 30401

1951: To Clear Lot on N line of
Van Owen St com W 410 ft from W
line of Tujunga Ave th W on sd N
line 55 ft with a uniform depth
of 180 ft N. Part of

SEC.	TWP.	R.	W.
LOT	BLOCK	MAP	M. R.
74			

I. H. L. BYRAM, Tax Collector, in and for said County,
State aforesaid, do hereby certify that the foregoing state-
ment contains a full and correct estimate of the amount
required to redeem said real estate from the above sale to
the State, in accordance with the provisions of the Revenue
and Taxation Code.

H. L. BYRAM, Tax Collector.

12-22-19 52 A. B. Allenbaugh

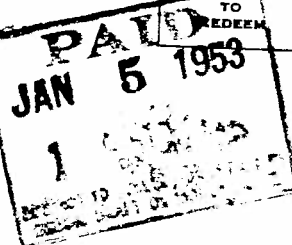
DEPUTY

REDEMPTIONED

Land Title Insurance Co.

94540

TAX OF 19	VOL.	PAGE	ASSESSMENT		
PENALTY					
COSTS					
SOLD TO THE STATE FOR					
PEN. INT.	%				
LOT	BLOCK	RANGE	TOTAL		
TAX OF 49	VOL. 24	PAGE 217	ASSESSMENT 198857	246	22
PENALTY				14	77
COSTS					54
SOLD TO THE STATE FOR				261	53
PEN. INT.	21	%		51	70
LOT	BLOCK	RANGE	TOTAL		
TAX OF 50	VOL. 15	PAGE 45	ASSESSMENT 129442	260	64
PENALTY					
COSTS					
SOLD TO THE STATE FOR					
PEN. INT.	15	%		39	09
LOT	BLOCK	RANGE	TOTAL		
TAX OF 51	VOL. 14	PAGE 84	ASSESSMENT 138028	260	98
PENALTY					
COSTS					
SOLD TO THE STATE FOR					
PEN. INT.	6	%		15	65
LOT	BLOCK	RANGE	TOTAL		
ACCOUNT NO.			REDEMPTION FEE	2	00
			TOTAL		
			PREVIOUS PAYMENTS		
			BALANCE		
			INT. %		
			INT. PREV. PD.		
			TOTAL AMT. TO REDEEM	891	59



No. _____

This certificate, when properly stamped, becomes a receipt
for the Redemption of the above described property.

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
456 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

November 9, 1953

Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

Gentlemen:

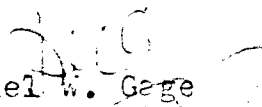
Enclosed herewith please find escrow instructions No. 1405 with the Laurel Escrow, Inc., which I have examined relative to the purchase of the property next door.

I have the following comment to make, and that is you have advised in the escrow they do not need to be notified that the property has been zoned M-2. Because of this, it is imperative you determine definitely on your own that the property is zoned M-2. When this has been done you may feel free to sign the enclosed instructions.

I am enclosing herewith minutes for special meeting of the Board of Directors authorizing sale, also a certified copy of the resolutions for the bank.

Should you desire anything further please let me know.

Yours very truly,


Daniel W. Gage
Attorney at Law

DWG:kw
Enclo.

ESCROW INSTRUCTIONS
BUYER & SELLER

Escrow No. 1406

Date November 4th, 1953

LAUREL ESCROW, INC.

6209 LAUREL CANYON BLVD.
NORTH HOLLYWOOD, CALIFORNIA
P. O. BOX 447

SUnset 2-7261

STanley 7-3977

Paid outside of escrow	\$	
Cash through escrow	\$	10,000 00
Unpaid balance of record encumbrance(s)	1st \$	
	2nd \$	
New encumbrance	\$	
Total consideration	\$	10,000 00

I will hand you \$10,000.00, of which \$1,000.00 will be deposited upon signing these instructions.

and any additional funds and documents, including notes, secured by encumbrances I create, required from me to enable you to comply with these instructions, all of which you are authorized to use provided on or before thirty days from date all instruments have been filed for record entitling you to procure C.L.I. STANDARD COY 2431 Policy of Title Insurance in the issuing title company's usual form with liability for \$10,000.00 the amount of total consideration, on real property in the city of

County of Los Angeles, State of California. Viz: See attached description (known as 11451 Vanowen Street, North Hollywood, California)

Page of records of said County. The last 50 Ft. of the West 170 Ft. (said Distance measured to the center line of Farmdale Ave., as shown 60 ft. wide) of the South 205 Ft. of the West 10 acres (said Distance & Acreage Being measured to the center line of Vanowen St., as shown 50 Ft. wide) of the East Half of Lot 74 of Lankershim Ranch Land & Water Company's Subdivision of East 12,000 acres of the South half of Rancho La-Mission de San Fernando, as per map recorded in Book 31, Page 39 et seq. of Misc. Records of said County Records Office. Except the southerly 25 ft. thereof included in TITLE TO APPEAR VESTED IN FLETHOOD MACHINE PRODUCTS, INC. a corporation Vanowen Street

FREE OF ENCUMBRANCES EXCEPT:

All

General and Special Taxes for the fiscal year 1954, 1955 including Personal Property Taxes, if any, of any former owner and also including any special district levies, payment of which are included therein and collected therewith:

All taxes and assessments levied or assessed subsequent to date of these instructions;

Conditions, restrictions, reservations, covenants, easements, rights and rights of way, now of record, if any.

Trust Deed, securing an indebtedness with approximate unpaid balance of \$ NONE now of record, with which I am familiar, and hereby approve, no further approval necessary,

Trust Deed executed by: NONE

NONE

in favor of: NONE

NONE

securing Note for \$ NONE dated NONE with interest at the rate of NONE per cent per annum, from NONE payable NONE at NONE Principal and interest payable \$ NONE OR MORE, on the NONE day of each NONE month, beginning on the NONE day of NONE 195X

This transactions is subject to the subject property being zoned M-2, which the buyer will verify outside escrow, and the Laurel Escrow, Inc., is not to be concerned with obtaining this verification.

You are authorized and instructed to pay in full thru escrow the City and County Taxes for the fiscal year 1953-1954

In the event it may be necessary or proper, to comply with the conditions and instructions of this escrow, you are authorized to cause to be deposited, during the pendency of this escrow, any funds or documents with any bank or title insurance company to be credited to the account of LAUREL ESCROW, INC. upon recordation of the instruments required to be recorded to complete this escrow. Said funds and documents shall be deemed to have been received by said LAUREL ESCROW, INC. prior to recording even though the funds or documents are in the possession of the bank or title insurance company.

If a trustee is involved in the Escrow is included in escrow instructions with a bank, title insurance company or another escrow agency licensed under the Escrow Act then LAUREL ESCROW, INC. is authorized to make such sub-Escrow arrangements with such bank, title insurance company or licensed escrow agency as to deliver to it of cash or instruments as will enable LAUREL ESCROW, INC. to comply with the instructions in this escrow.

An order of title insurance called for under these instructions may be issued for the benefit of all parties in interest and may be procured from any title company operating in the county where the property is located, and will be subject to exceptions and conditions contained in such company's regular printed form, including but not limited to an exception that said policy will not insure against loss by reason of the reservation or exception of any water rights, claims, or title to water.

Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policies of title insurance called for, is authorized, and in connection therewith funds and/or instruments received in this escrow be delivered to, or deposited with any title insurance company, bank or licensed escrow agency, for the purpose of complying with the terms and conditions of these instructions.

THE FOLLOWING ADJUSTMENTS ARE TO BE MADE IN THIS ESCROW:

If any above mentioned Trust Deed is now of record, procure statement by the owner of the note secured thereby or the holder for collection showing the balance of principle thereon to be \$ None and adjust interest thereon on a basis of such statement to None

Charge the buyer and credit the seller the amount of any funds shown on Beneficiary's Statement as impounded for future payment of fire insurance premiums, taxes and mortgage insurance premiums and prorate mortgage insurance premiums paid F.H.A. during the past 12 months, based on said statement to None

Adjust interest on new encumbrances by endorsements on notes to None

Prorate taxes, based on latest tax statements available to you, including all items appearing on tax bill except taxes on personal property not conveyed through this escrow, to Class of Escrow

Prorate rentals to None

make no adjustment on uncollected rentals.

Accept for me such insurance policies as are submitted on buildings situated on property above described and known as 11451 Vanowen Street, North Hollywood, California and prorate premiums thereon from Class of Escrow

You may assume that premiums on said policies have been paid and that the policies have not been hypothecated.

Make all adjustments and/or prorating on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded or registered.

I agree to pay on demand all prorate adjustments chargeable to me; charges for recording deed; for notary fees on documents executed by me for mortgage clause on insurance; for drawing mortgage and/or trust deed; cost of drawing and recording any other documents necessary on my part to complete this escrow; Title Company's charge, if any, for showing title vested in me, and Buyer's escrow fee as charged, said charges may be deducted from my funds deposited.

Seller agrees to pay, outside escrow, and before delinquency, all taxes on personal and/or real property not conveyed through this escrow, which appear a lien on above described property, and you are not to be concerned therewith.

The seller guarantees to the buyer that the premium on any insurance policy which he hands you or causes to be handed you in this escrow, been paid in full and that said policy has not been hypothecated and is in force, and you shall not be responsible if the premium has not been paid.

Deliver assurance of title and insurance policies, if any, to holder of first encumbrances, or order, if any. Make disbursements by your check. Documents and checks in my favor to be mailed to my address shown below, unless you are otherwise instructed.

If the conditions of this escrow have not been complied with at the time herein provided, you are nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless I shall have made written demand upon you for the return of money and/or instruments deposited by me.

NO NOTICE, DEMAND OR CHANGE OF INSTRUCTIONS SHALL BE OF ANY EFFECT IN THIS ESCROW UNLESS GIVEN IN WRITING BY ALL PARTIES AFFECTED THEREBY. In the event conflicting demands are made or notices served upon you with respect to this escrow the parties hereto expressly agree that you shall have the absolute right at your election to do either or both of the following: withhold and stop all further proceedings in, and performance of, this escrow, or file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon you in this escrow, and the parties jointly and severally agree to pay you all costs, expenses, and reasonable attorney's fees expended or incurred by you, the amount thereof to be fixed and a judgement thereof to be rendered by the court in such suit.

You are not to be held liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to identity, authority, or rights of any person executing the same, nor for failure to comply with any of the provisions of any agreement, contract, or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by you as escrow holder, and for the disposition of same in accordance with the written instructions accepted by you in this escrow.

All parties hereto further agree, jointly and severally, to pay on demand, as well as to indemnify and hold you harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind or nature which, in good faith, you may incur or sustain in connection with or arising out of this escrow, and you are hereby given a lien upon the rights, titles and interest of each of the undersigned in all escrowed papers and other property and monies deposited in this escrow, to protect your rights and to indemnify and reimburse you under this agreement, and to pay such reasonable attorney's fees and court costs as may be incurred by you.

It is also understood and agreed that you shall not be responsible for the physical delivery or non-delivery of subject property.

It is agreed by the parties hereto that so far as your rights and liabilities are involved, this transaction is an escrow and not any other legal relation and you are an escrow holder only on the foregoing expressed terms, and you shall have no responsibility of notifying me or any of the parties to this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or any profit by any person, firm or corporation (broker, agent, and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.

These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

Any amended, supplemental, or additional instructions given shall be subject to the foregoing conditions.

THE FOREGOING TERMS, CONDITIONS, PROVISIONS AND INSTRUCTIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE **ROSENWOOD MACHINE PRODUCTS, INC.**

Signature by Wilford Turnott, Vice Pres. Address by Wilwood E. Cooke, President

Signature by Ray D. Martin, Secy.-Treasurer Address _____ Phone _____

SELLER

The foregoing terms, conditions and instructions are hereby concurred in, approved and accepted.

I will hand you all instruments and money necessary of me to enable you to comply therewith, including a deed of the property described, executed by Ulysses P. Dameron, a married man, as his sole and separate property

which you are authorized to use and deliver when you hold in this escrow for the account of Ulysses P. Dameron

the sum of \$ 10,000.00, and any prorate adjustments and instruments deliverable to me under these instructions. Pay at the close of escrow any encumbrances necessary to place title in condition called for under these instructions specified below, my portion of prorate adjustments and the following:

Pay commission of None

To None

Whose address is None

Whose license number is None

You will, as my agent, assign any insurance of mine handed you for use in this escrow. Instruct the Title Company to begin search of title at once. Regardless of the consummation of this escrow, I agree to pay on demand charges and expenses incurred by you for me; charges for assurance of title; for sending in offset, mortgages and/or Beneficiaries' Statement and/or demands; for special assignment district report; drawing and acknowledging documents executed by me, my conveyance and recording charges, including recording of purchase price encumbrances; and transfer of insurance, if prorated, and pay \$ 11.00 for U. S. Internal Revenue Stamps, being the proper amount to be affixed to my deed, and seller's escrow fee as charged.

Ulysses P. Dameron

Issue your check for balance in favor of _____ and mail to address shown below, unless otherwise stated above.

Signature Ulysses P. Dameron Address _____ Phone _____

4/11/2002

The company does hereby agree with the insured, named in the declarations of the policy to which this endorsement is attached, in consideration of the premium and of the statements contained in the declarations hereof and subject to the limits of liability, exclusions, conditions and other terms of this endorsement:

Item 1. The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage and division thereunder shall be as stated herein, subject to all of the terms of this policy having reference thereto.

Item 2. Description of Hazards and Premium Computation				Premium Bases	Annual Rates	Annual Premiums	
(1) Premises—Operations; Locations and Classifications—(Purposes of Use)				(2) Area (Sq. Ft.)	Coverage A - Coverage B		
(3) Indicate classifications below each location				(b) Frontage	(a) Per 100 sq. ft. of Area		
Code No.	Part Occupied by Insured	Part Insured	(c) As stated below	(b) Per linear foot	(c) As stated below	Coverage A	Coverage B

Authorized Agent

No. D 359173

THE EUREKA-SECURITY FIRE AND MARINE INSURANCE COMPANY

THE
EUREKA-SECURITY
FIRE AND MARINE
INSURANCE COMPANY
OF CINCINNATI, OHIO
INCORPORATED 1864

PACIFIC DEPARTMENT

SAN FRANCISCO, CALIFORNIA

INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE
AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREBY OR ADDED HERETO.

FIRE AND	3200-00	RATE .425	PREMIUM \$ 21.25
LIGHTNING	\$5000.00	RATE .125	PREMIUM \$ 6.25
EXTENDED COVERAGE		RATE	PREMIUM \$
		RATE	PREMIUM \$

INDEXED
Loan # 22650
Date 1-2-55
By [Signature]

* ENDORSEMENT MUST BE ADDED TO POLICY. TOTAL PREMIUM \$ 27.50

In consideration of the provisions and stipulations herein or added hereto and of the above specified dollars premium this company,
for the term of **THREE YEARS** from the **8th** day of **OCTOBER**, 19 **52**
to the **8th** day of **OCTOBER**, 19 **55** } at noon,
standard time, at location of property involved, to an amount not exceeding the above specified dollars,
does insure
ULYSSES P. DAMRON

and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which
it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without
allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and
without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the
insured, against all LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY
THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the proper-
ty described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any
of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere, to wit:
Situate

11451 VAN OWEN STREET
NORTH HOLLYWOOD, CALIFORNIA
COMO Roof frame studs Building
CONSTRUCTION

*Item 1. \$5000.00 ON the
(as defined on page 3 of this policy) containing family unit(s), occupied principally for dwelling house purposes.
NUMBER

*Item 2. \$NIL ON household furniture and personal property as defined on page 3 of this policy, all only while contained in the buildings described as in-
surable under item 1 and located on the above described premises or while in the open on the above described premises.

*Item 3. \$NIL ON

*Item 4. \$NIL ON trees, shrubs and plants, EXCEPT THOSE GROWN FOR COMMERCIAL PURPOSES, on the above described premises BUT THIS
COMPANY SHALL NOT BE LIABLE FOR MORE THAN ITS PROPORTION OF ONE HUNDRED DOLLARS (\$100.00) ON ANY ONE TREE, SHRUB OR PLANT.

*Item 5. \$XXX ON the rental value of the building and private structures described in Item 1 above. The term "rental value" shall mean the fair rental
value of such building or private structures or parts thereof, whether rented or not, for the period of time required with the exercise of due diligence and dispatch to restore the
same to a tenable condition, less such charges and expenses as do not continue.

TOTAL \$5000.00 LOSS CLAUSE-ANY LOSS HEREUNDER SHALL NOT REDUCE THE AMOUNT OF THIS POLICY.

6. Insurance attaches hereto only to those items for which an amount is shown in the space provided therefor and not exceeding said amount under such item(s).

7. It is a condition of this insurance that in the event the Insured elects to apply the 10% optional provisions of Items 1 or 2, THIS COMPANY SHALL NOT BE LIABLE
FOR A GREATER PROPORTION OF ANY LOSS THAN WOULD HAVE BEEN THE CASE IF SIMILAR ELECTION WERE MADE UNDER OPTIONAL PROVISIONS
OF ALL POLICIES COVERING THE SAME PROPERTY.

8. Loss, if any, under each item of this policy shall be adjusted with the Insured specifically named unless otherwise specified, (a) hereunder, (b) by written agreement, or
(c) by endorsement hereon.

9. Loss, if any, under Item(s) subject to all the terms and conditions of this policy, and to the written agreement, if any, between this Insurer and the
following named Payee, is payable to **Assured**
whose mailing address is

Assignment of this policy shall not be valid except with the written consent of this company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated which are hereby
made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this
policy.

IN WITNESS WHEREOF, this company has executed and attested these presents but this policy shall not be valid unless
countersigned by the duly authorized agent of this company at **LOS ANGELES, CALIFORNIA**.
THE EUREKA-SECURITY FIRE AND MARINE INSURANCE CO.

[Signature]
Secretary

[Signature]
President

Countersigned at **LOS ANGELES, CALIFORNIA** this **8th** day of **OCTOBER**, 19**55**

D. A. BARRY, MANAGER
By [Signature]

97050

DWELLING FORM
CALIFORNIA STANDARD FORM 1
FIRE INSURANCE POLICY

NO. **D 359173**

EXPIRES OCTOBER 8, 1955

PROPERTY DMG

LOCATION NORTH HOLLYWOOD, CALIF.

AMT. \$ 5000.00 PREM. \$ 27.50

INSURED, ULYSSES P. DAMRON

THE

EUREKA-SECURITY

FIRE AND MARINE
INSURANCE COMPANY

OF CINCINNATI, OHIO
 INCORPORATED 1864

YEAR	MO.	DAY

WHOLE PREM.	SUPPLEMENTAL PREM.	NETTED GROSS

Rate ☐ Pro Rate
 and Pro Rate, Explain Why; Also Give
 of Re-written Policy, if Any.

*Eureka - Security Fire
 Marine and Co.
 1110 S. 7th St.
 J.C. Casey*

PACIFIC COAST DEPARTMENT

David A. Barry, Manager
 369 PINE STREET
 SAN FRANCISCO

It is important that the written portions of all policies
 covering the same property read exactly alike.
 If they do not they should be made uniform at once.

FORM TO BE USED IN CASE OF ACTUAL SALE

☒ This Policy is not assignable for purposes of collateral security, but in all such cases it is to be made "payable in case of loss," etc., by endorsement. In case of actual sale or transfer of title, the form subjoined should be used and executed at the time of said transfer and consent of this Company obtained.

The interest of _____ as owner of property covered by
 this Policy is hereby assigned to _____ subject to the consent of
THE EUREKA-SECURITY FIRE AND MARINE INSURANCE COMPANY

Dated _____ 19____ (Signature of the Insured)

THE EUREKA-SECURITY FIRE AND MARINE INSURANCE COMPANY hereby consents to the above assignment.

Dated _____ 19____ (Signature for Company)

BURT PINES, City Attorney
~~1100 BROADWAY, NEW YORK, N.Y. 10004~~
485- 5416
1700 City Hall East
Los Angeles, California 90012
NORMAN L. ROBERTS,
Deputy City Attorney
LESLIE R. PINCHUK,
Deputy City Attorney

Attorneys for Plaintiff
THE CITY OF LOS ANGELES

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,
a municipal corporation,

Plaintiff,

vs.

DOMINIC C. PAONESSA, et al.,

Defendants.

NO. C 48369

CONSENT AND DISCLAIMER AND
DECLARATION OF SUBORDINATION

Parcel No. 16A

FLEETWOOD MACHINE PRODUCTS, INC. hereby CONSENTS to
the condemnation of an easement, and rights incident thereto, in,
under, along, upon and across Parcel No. 16A designated and
described in the Complaint on file herein, for public street
purposes, and DISCLAIMS all right to compensation, award and
damages by reason of the condemnation thereof, and furthermore
does hereby SUBORDINATE any interest it may have to the easement,
and rights incident thereto, herein sought to be condemned.

DATED: _____.

FLEETWOOD MACHINE PRODUCTS, INC.

(CORPORATE SEAL)

By M. W. Cooke, Pres.

By _____

June 9, 1955

Eureka Security Fire and Marine
Insurance Co.
111 West 7th Street
Los Angeles, California

Dear Sirs:

Building covered by this policy was removed and demolished
on April 1, 1955. Please cancel policy as of April 1, 1955.

Make refund payable to:

Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California

Thank you.

Sincerely,

Fleetwood Machine Prod., Inc.

By E. D. Martin, Secy-Treas.

RDM/ml

9200 2

SCHEDULE A

Amount \$ 10,000.00

Fee \$ 55.00

Policy No. 5319988

Policy Date December 11, 1953 at 8:01 A. M.

INSURED

FLEETWOOD MACHINE PRODUCTS, INC.
WESTERN FEDERAL SAVINGS AND LOAN ASSOCIATION.

1. The title to said land is, at the date hereof, vested in:

FLEETWOOD MACHINE PRODUCTS, INC.,
a corporation.

2. Description of land in the State of California, County of Los Angeles,
title to which is insured by this policy:

The East 50 feet, of the West 170 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, in the City of Los Angeles, Book 31 Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder.

EXCEPT the Southerly 25 feet thereof, included in Vanowen Street.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in paragraphs numbered 4 and 5 on page 1 of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

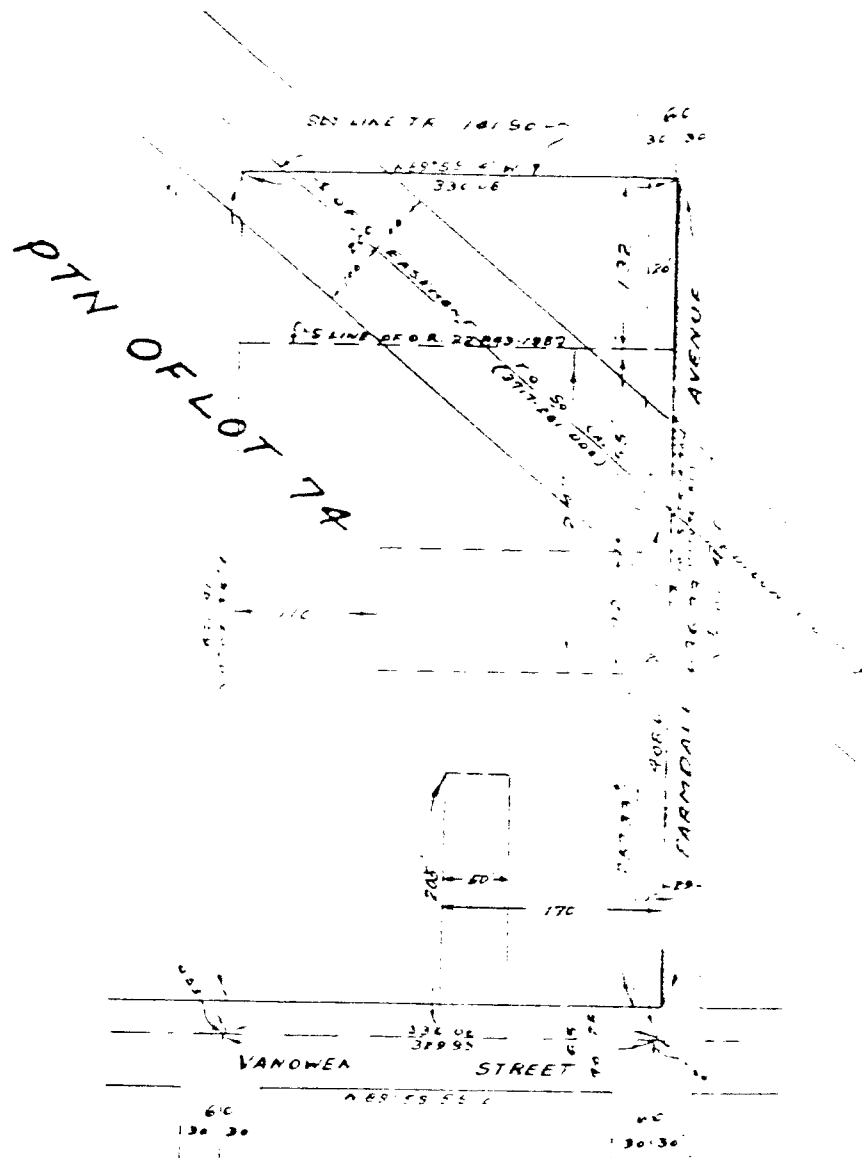
1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. An easement to replace pole lines and towers and incidental purposes, as granted to the Edison Electric Company, by deeds recorded in Book 2396 Page 46 of Deeds, and in Book 3717 Page 280 of Deeds.
2. Covenants, conditions and restrictions contained in the deed recorded in Book 26896 Page 242, Official Records, prior to February 15, 1950.

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

3. A deed of trust dated December 3, 1953, executed by Fleetwood Machine Products, Inc., a corporation, to Southwest Title and Tax Company, a corporation, trustee, to secure an indebtedness of \$4,500.00, in favor of Western Federal Savings and Loan Association, a corporation, and any other amounts payable under the terms thereof, recorded December 11, 1953.



(DIMENSIONS ARE AS PER MAP OF
TR 14150, REC IN MAP BOOK 203/13-14)

LANKERSHIM RANCH LAND & WATER CO.
PTN OF LOT 7A

M. R. 31/39 ET AL.

THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS

Land Title Insurance Company

the insured, or any of the following: (a) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (b) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (c) defects, liens, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Companies in writing prior to the issuance of the policy or attached to the date of the policy or the public records. Any rights or remedies of the Companies against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as the owner of such named insured.

2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Companies at their own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured or in case knowledge shall come to an insured of any claim of title or interest which is adverse to the title as insured, or which shall cause loss or damage for which the insured is insured, the insured, in order of the policy, shall notify the Companies in writing, in which notice shall not be given to the Companies at least two days before the appearance of any such litigation, or if such insured shall not, it writing, promptly notify the Companies of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Companies as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Companies shall in no case prejudice the claim of any insured unless the Companies shall be actually prejudiced by such failure. The Companies shall have the right to institute and prosecute any action or proceeding or do any other act which, in their opinion, may be necessary or desirable to establish the title of any insured here or charge as insured. In all cases where this policy permits or requires the Companies to prosecute or defend any action or proceeding, the insured shall secure to them at their option the right to prosecute or defend such action or proceeding, and all appeals therein, and permit them to use at their option the name of the insured for such purpose. Whenever requested by the Companies the insured shall assist the Companies in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Companies, and the Companies shall reimburse the insured for any expense so incurred. The Companies shall be authorized to and be entitled to all costs and attorneys' fees incurred or expended by the Companies which may be recoverable by the insured in any litigation carried on by the Companies on behalf of the insured. The word "knowledge" in this paragraph means actual

3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Companies are liable under this policy shall be furnished to the Companies within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Companies until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Companies of such written statement.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Companies reserve the option to pay, settle, or compromise for or in the name of the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Companies are obligated hereunder to pay, shall terminate all liability of the Companies hereunder, including all obligations of the Companies with respect to any litigation pending and subsequent costs thereof.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Companies shall have settled a claim under this policy they shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, and this policy shall not be voided. If the payment does not cover the loss of the insured, the Companies shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of such loss. In either event the insured shall transfer or cause to be transferred to the Companies such rights, securities, and remedies and shall permit the Companies to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Companies have the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgage or trustor under said mortgage or deed of trust, together with all costs which the Companies are obligated hereunder to pay, in which case the Companies shall become the owner of and such insured shall a once assign and transfer to the Companies said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION, INDORSEMENT OF PAYMENT ON POLICY

The Companies will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Companies for the insured, and in litigation carried on by the insured with the written authorization of the Companies, but not otherwise. The liability of the Companies under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Companies are obligated hereunder to pay, and in no case shall such

8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable first to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule E, in order of priority therein shown, and if such ownership vests in more than one person, such payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one to such insured ratably as their respective interests may appear.

9. DEFINITION OF TERMS

The following terms when used in this policy mean: (a) "named insured" the persons and corporations named as insured in Schedule A of this policy; (b) "the insured" such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule E, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the same as shown in Schedule A or any part thereof, in whole or in part, in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or institution which acquires said land under an insurance policy as the owner of such land, and (4) any person or corporation who acquires the same by purchase, gift, or otherwise, in whole or in part, in satisfaction of said indebtedness or any part thereof; (c) "public records" those public records which, under the recording laws impart constructive notice of matters relating to said land; (d) "date" the exact day, hour, and minute specified in Schedule A as "Policy Date" (unless the context clearly requires a different meaning); (e) "taxing agency" the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property; (f) "public records" those public records which, under the recording laws impart constructive notice of matters relating to said land.

10. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed and signed by the insured, or by the President or a Vice President, the Secretary or an Assistant Secretary of the Companies.

11. NOTICES, WHERE SENT

All notices required to be given the Companies, and any statement in writing required to be furnished the Companies, shall be addressed to them at 3444 Wilshire Boulevard, Los Angeles 54, California.

12. FEE

The fee specified in Schedule A is the total charge for Title Insurance including charges for Title Search and Examination.

*Land
Title Insurance
Company*

HOME OFFICE
523 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA



**CALIFORNIA PACIFIC
TITLE INSURANCE
COMPANY**

HOME OFFICE
148 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA

POLICY OF
LAND TITLE
INSURANCE

*Land
Title Insurance
Company*

HOME OFFICE
523 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA



**CALIFORNIA PACIFIC
TITLE INSURANCE
COMPANY**

HOME OFFICE
148 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA

Policy of Title Insurance

ISSUED BY

Land Title Insurance Company

AND

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

LAND TITLE INSURANCE COMPANY, a California corporation, and CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, a California corporation, herein called the Companies, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, do hereby insure the parties named as Insured in Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding the amount stated in Schedule A which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A and B and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

In Witness Whereof, the Companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers on the day and year set forth in Schedule A hereof.

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

Land Title Insurance Company

By

Benjamin J. O'Sullivan
President

By

Walter H. Harn
President

Attest

William M. Veatch

Attest

Carlton B. Hunter

Assistant Secretary

Assistant Secretary

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

June 11, 1953

Mr. Ray Martin
Fleetwood Machine Products
11439 Van Owen Street,
North Hollywood, Calif.

Dear Ray:

Enclosed herewith please find certificate
of availability for the name of Fleetwood Machine
Products, Inc.

Yours very truly,

Daniel W. Gage
Daniel W. Gage *
Attorney at Law

DWG:lw
Enclo.

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

June 29, 1953

Mr. Milwood W. Cooke, Pres.
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, Calif.

Dear Mr. Cooke:

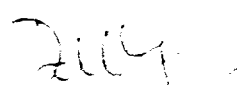
This is to advise you that Articles of Incorporation were filed and accepted by the Secretary of State on June 25, 1953, and the certified copy of said Articles have been filed with the Los Angeles County Clerk.

This is to further advise you that your corporation number is 275781.

So that I may prepare the necessary stock permit will you be so kind as to get in touch with Joe and advise the sales price of the partnership to the corporation.

I shall appreciate it greatly if you will send me back the additional copies of the Articles of Incorporation which you have on hand, so that I may have them confirmed.

Yours very truly,


Daniel W. Gage
Attorney at Law

DWG:kw

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

July 10, 1953

Mr. Milwood W. Cooke, Pres.
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, Calif.

Dear Mr. Cooke:


Would you be so kind as to return the original of the
By-Laws, if you find them in order.

Also please send back the additional copy of the
Articles of Incorporation at your earliest convenience
so I may complete the application.

As soon as Joe has the amount complete and sends it to
this office I can then proceed with the stock permit.

With best wishes, I remain

Yours very truly,


Daniel W. Gage
Attorney at Law

DWG:kw

*Joe sent to head
in 9/28.*

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

August 19, 1953

Ray F. Martin, Esq.
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

Dear Ray:

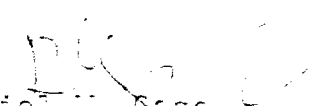
Enclosed herewith please find application for permit to issue securities. Will you be so kind as to have the same executed and return it forthwith to this office for filing.

I would appreciate a check made payable to the Corporation Commissioner in the amount of \$25.00 to cover the filing fee.

The minutes will follow later. As soon as I have received the permit we will then proceed accordingly.

With best wishes, I remain

Very truly yours,


Daniel W. Gage
Attorney at Law

DWG:kv
Enclo.

P.S. We shall need for Exhibits E and F, the Balance Sheet and Profit and Loss Statement, referred to. Kindly see that an extra copy is provided so it may be attached to our file copy.

D.W.G.

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

September 23, 1953

Messrs. Cooke, Martin & Turcott
Fleetwood Machine Products, Inc.
11439 Van Owen Street,
North Hollywood, California.

Gentlemen:

This will confirm our conversation of last night to the effect that this office is to proceed to prepare a Buy and Sell Agreement between the three of you and the corporation, on the following terms:

1: The corporation shall purchase from the estate of the deceased stockholder, the deceased stock holder's interest.

2: The price shall be computed upon the balance sheet as arrived at during the last six months' period prior to death.

3: This purchase and sale shall be funded by life insurance in the amount of \$35,000 upon the life of each stockholder.

4: The purchase price of the stock shall be paid by the corporation as follows:

a. The insurance money shall be paid forthwith to the estate.

b. The remainder, if any, shall be paid within 90 days after death.

c. Should the deceased stockholder's interest be less than \$35,000 the corporation shall keep out of the insurance funds the difference between the \$35,000 and the amount paid.

Unless I hear from you to the contrary, I shall proceed accordingly.

Very truly yours,

Daniel W. Gage
Attorney at Law

DWG:kw

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 RC WAIN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

September 22, 1953

Mr. Milwood W. Cooke, Pres.
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

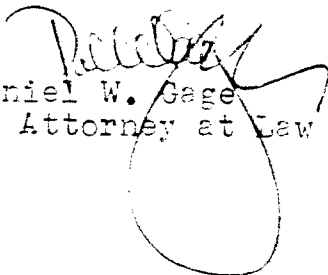
Dear Mr. Cooke:

Enclosed herewith please find Notice of Intended Sale. Would you be so kind as to sign all three copies, and secure the signatures as well of Messrs. Turcott and Martin.

I would also appreciate a check in the sum of \$128.40 to reimburse this office for remittance to the Corporation Commissioner, covering filing fee advanced for you.

The Corporation Commissioner has requested in addition to the balance sheet, a profit and loss statement. As soon as this has been received your stock permit will be issued.

Yours very truly,


Daniel W. Gage
Attorney at Law

DWG:kw
Enclo.

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

September 25, 1953

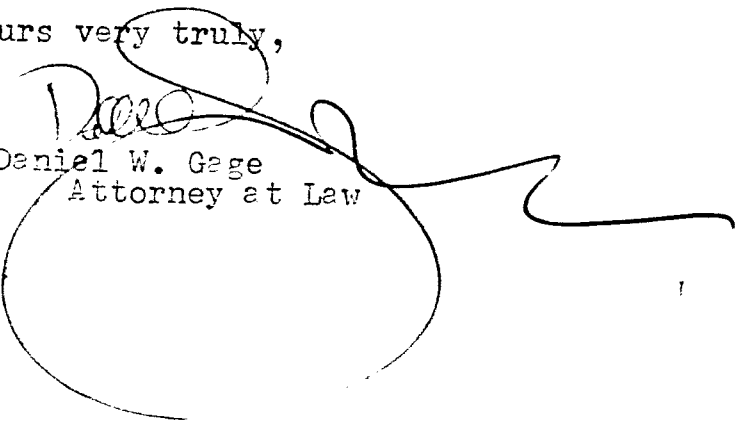
Messrs. Cooke, Martin and Turcott
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

Gentlemen:

This is to advise you that the escrow
transferring the assets of Fleetwood Machine
Products to Fleetwood Machine Products, Inc. will
close at this office at 10:00 o'clock A.M. on
October 5, 1953.

Please be so kind as to see that the
necessary releases have been secured by Mr. Flores.

Yours very truly,


Daniel W. Gage
Attorney at Law

DWG:lw

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

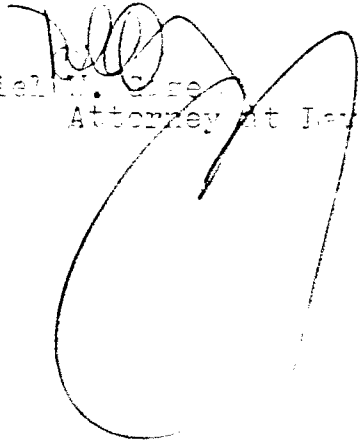
September 29, 1953

Messrs. Turcott, Cooke and Martin
Fleetwood Machine Products, Inc.
11430 Van Owen Street.
North Hollywood, California.

Gentlemen:

Enclosed herewith please find copy of
Notice of Intended Sale.

Yours very truly.


Daniel W. Gage
Attorney at Law

DWG:lw
Encls.

NOTICE OF REQUIREMENTS IN THE SALE OF A BUSINESS
(Sec. 1731 and 1734 Unemployment Insurance Code)

DATE: September 28, 1953

Daniel W. Gage, Esq.
740 Rowan Building
Los Angeles, California

The Department of Employment of the State of California has received information which indicates the intended sale of a business:

Seller: Milwood Cooke , et al, dba Fleetwood Machine Products

Buyer: Fleetwood Machine Products Inc.

SECTION 1731 - 1734 OF THE UNEMPLOYMENT INSURANCE CODE, WHICH IS PRINTED IN FULL ON THE REVERSE SIDE OF THIS NOTICE, PROVIDES THAT UNLESS A CERTIFICATE OF RELEASE OF BUYER IS ISSUED BY THIS DEPARTMENT, THE PURCHASER OF A BUSINESS MAY BECOME PERSONALLY LIABLE FOR ANY UNPAID CONTRIBUTIONS, INTEREST AND PENALTIES OWED BY THE SELLER. A CERTIFICATE OF RELEASE CAN BE ISSUED ONLY AFTER THE SELLER HAS FILED ALL REQUIRED RETURNS AND PAID ALL AMOUNTS OF CONTRIBUTIONS, PENALTIES AND INTEREST DUE:

REQUIRED
ACTION

To obtain a Certificate of Release it is necessary that the Seller bring or mail to the Audit District Office, located at:

136 South Orange, Glendale 4, California

1. His file copies of Contribution Returns for the last two completed calendar quarters preceding the date of sale.
2. Canceled checks or other evidence of payment of those returns.
3. File and Pay a closing return.
4. Pay all amounts now due or owing the Department of Employment by the Seller.

Payments must be made by cashier's check, certified check, currency or money order, payable to the Department of Employment.

UNLESS THE BUYER WILL OBTAIN A SALES TAX PERMIT IT IS NECESSARY THAT HE REGISTER AT THE AUDIT DISTRICT OFFICE AND APPLY FOR AN ACCOUNT NUMBER.

FOR THE BUYER'S PROTECTION, AND CLEARANCE OF HIS LIABILITY THE PURCHASE MONEY SHOULD NOT BE DISBURSED UNTIL A CERTIFICATE OF RELEASE, FORM DE-2220, HAS BEEN ISSUED BY THIS DEPARTMENT. COMPLIANCE WITH SECTION 3440 OF THE CIVIL CODE, REGARDING THE PUBLISHING OF A NOTICE OF THE INTENDED SALE OF BUSINESS WILL NOT RELIEVE THE BUYER OF HIS OBLIGATION IN THIS RESPECT.

DEPARTMENT OF EMPLOYMENT

Charles Barta
Charles Barta

1731. Any person or employing unit that acquires the organization, trade or business, or substantially all the assets thereof, of an employer shall withhold in trust money or other property sufficient in amount or value to cover the amount of any contributions, interest and penalties due or unpaid from such employer until such employer produces a certificate from the department stating that no contributions, interest or penalties are due.

1732. Any person or employing unit that fails to withhold money or other property as provided in Section 1731 shall be personally liable for the payment of the contributions, interest and penalties due from the employer up to but not exceeding the purchase price. Upon request of either of the parties to such acquisition the department shall within 30 days issue a certificate, or a statement showing the amount of contribution claimed to be due. The failure to issue a certificate or a statement within the period of 30 days shall be deemed equivalent to the issuance of a certificate stating that no contributions, interest or penalties are due.

1733. If the department issues a statement showing the amount of contributions, interest and penalties claimed to be due, the amount stated therein shall be withheld and paid to the department on demand, such amount, however, not to exceed the purchase price. The issuance of any certificate stating that no contributions, interest and penalties are due, or the failure to issue such certificate or statement within the period of 30 days shall not release the employer from liability on account of any contributions, interest and penalties then or thereafter determined to be due from him, but shall release the acquiring person or employing unit from any further liability on account of any such contributions, interest and penalties.

1734. The director shall have all of the remedies for collection against any person or employing unit that acquires the organization, trade or business, or substantially all the assets thereof of an employer as are provided by this division against any employer liable for contributions, interest and penalties due. The time within which the obligation may be enforced against the person or employing unit acquiring the organization, trade or business, or substantially all the assets thereof of an employer shall start to run with the day of the acquisition or with the day the liability against the employer becomes final, whichever is the later.

TO
DOCUMENTS OF
1953

FLEETWOOD MACHINE PRODUCTS

Avoid **VERBAL** ORDERS

FROM	KAREN
DATE	2-11-92

SUBJECT:

1953

JUNE 11, 1953..... AVAILABILITY OF NAME - FLEETWOOD MACHINE PRDS, INC.
JUNE 25 FILING FOR CORPORATION NUMBER -275781
JULY 10 REQUEST FOR CURRENT BY LAWS
AUGUST 19 APPLICATION TO ISSUE STOCK SECURITIES
SEPT 23 BUY/SELL AGREEMENTS
SEPT 22 NOTICETO SELL FMP, ASSETS TO FMP, INC.
SEPT 25 ESCROW TRANSFER ASSETS
SEPT 29 NOTICE OF INTENDED SALE
SEPT 28 STATE OF CAL. NOTICE OF INTENDED SALE
OCT 7 CERTIFICATE OF RELEASE OF BUYERS (FMP, INC.)
OCT 22 DIV. OF COPORATIONS AUTHORIZING SALE

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2293

Oct. 7, 1953

Mr. Ray D. Martin
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

Dear Ray:

I am in receipt of Certificate of Release
of Buyer from the Department of Employment, Glendale,
California.

As soon as the additional information which
I have requested, is sent to the Corporation Commissioner
and approved, we can then proceed to close the escrow.

Yours very truly,

Daniel W. Gage
Attorney at Law

DWG:kw

STATE OF CALIFORNIA
DEPARTMENT OF EMPLOYMENT

CERTIFICATE OF RELEASE OF BUYER

(Section 45.7 California Unemployment Insurance Act)

073-8094P

SELLER

Wilwood Cooke, et al
Fleetwood Machine Products
11439 Van Owen Street
North Hollywood, Calif.

The Department of Employment of the State of California does hereby release the buyer of the business of the above-named seller of any contributions, penalty and interest which may be due and owing from said seller under the provisions of the California Unemployment Insurance Act for all periods of the seller's operations to and including June 30, 1953

This certificate is given solely for the protection of the buyer and does not release the above-named seller from any obligation imposed by the California Unemployment Insurance Act.

Dated at Glendale, California

this 6th day of October 19 53

DEPARTMENT OF EMPLOYMENT

By P. H. Gonzalez (i.e.)
P. H. Gonzalez, Auditor in Charge

Glendale

Audit District Office

Seller

✓ Buyer: Fleetwood Machine Products, Inc.
Escrow Holder: Daniel W. Gage

DANIEL W. GAGE
ATTORNEY AND COUNSELLOR AT LAW
SUITE 740 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 2253

October 22, 1950

Ray D. Martin, Esq.
Fleetwood Machine Products, Inc.
11439 Van Owen Street
North Hollywood, California.

Dear Ray:

This is to inform you that this office is in receipt of a permit from the Division of Corporations of the State of California, authorizing the sale of Fleetwood Machine Products to Fleetwood Machine Products, Inc. I am now ready to issue the stock involved.

Please be so kind as to advise me at your early convenience if there are any changes in the proposed Buy and Sell Agreement, so that I may consummate the entire matter at one time.

With best wishes, I am

Yours very truly,

Daniel W. Gage
Attorney at Law

DWG:lm

Buyers Escrow Instructions to

Land Title Insurance Company

North Hollywood

California

Escrow No. **26-6077**

Escrow Officer

Alma Morris

Date

December 11, 1952

I am buying the property hereinafter described for the consideration of \$ **18,500.00** and you will obtain

a grant deed conveying said property, to be used only when I have deposited with you \$
plus costs & premiums (of which \$2500.00 has been deposited by
Broker in escrow and balance to be deposited in escrow by buyer prior
to close of escrow); balance of consideration represented by item #3
below - 1st trust deed securing note for
in favor of sellers herein.

9,000.00

9,500.00

You will record any instruments called for in this escrow when you can issue Policy of Title Insurance with liability limited to the stated consideration on the following property in the State of California, County of **Los Angeles**

**Portion of lot 74, Lankershim Ranch Land & Water Co. Subdiv. MB 31, pg 39 of Maps,
Obtain legal description from the title company.**

Showing title vested in: **FLEETWOOD MACHINE PRODUCTS or nominee**

Subject only to:

- (1) **2nd instal.** General and Special real and personal property taxes for the fiscal year 19 **52** 19 **53** including levies for municipal improvement districts, if any.
- (2) Covenants, conditions, restrictions, reservations, easements, rights and rights-of-way of record, and in deed to file, if any.
- (3) First deed of trust securing note for \$9500.00 in favor of Frank H. Rolapp & Louise T. Rolapp, h/w, jt. ten., to be executed by buyers herein, payable \$200.00 or more per month including interest at 6% per annum, interest to commence at close of escrow, first payment due Feb. 11, 1953 and continuing monthly until paid. Our signatures on note & deed of trust will evidence our approval of terms & conditions contained therein. At close of escrow prorate taxes based on 2nd instalment 1952-53 taxes; (2) existing fire insurance on basis of premium shown.

These escrow instructions are to be construed with instructions of Seller placed in this escrow with you.

Time is of the essence of these instructions. If for any reason other than my failure to comply with the foregoing instructions this escrow cannot be closed by **30 days or sooner**, I may, by written notice to you, demand the return of money and/or instruments that I have placed herein; otherwise complete this escrow as soon as possible. If both parties fail to comply within the said time limit, then neither party shall be entitled to the return of money and/or instruments until, after demand, a five day notice shall have been given to the other party by ordinary mail at address given you.

Draw & record TD \$7.00 Ins. Trf. \$1.

I Pay Buyers Escrow Charge **\$23.00**

Recording deed \$ **2.00**

Address **11418 Fleetwood St.
Sun Valley, Calif.**

Telephone **ST 7 4314**

Signature

FLEETWOOD MACHINE PRODUCTS

Signature

Ry:

Policy of Title Insurance

ISSUED BY

Land Title Insurance Company

AND

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

LAND TITLE INSURANCE COMPANY, a California corporation, and CALIFORNIA PACIFIC TITLE INSURANCE COMPANY, a California corporation, herein called the Companies, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, do hereby insure the parties named as Insured in Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding the amount stated in Schedule A which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A and B and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

In Witness Whereof, the Companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers on the day and year set forth in Schedule A hereof.

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

Land Title Insurance Company

By

Benjamin J. O'Sullivan
President

By

Walter H. Hume Jr.
Executive Vice President.

Attest

William M. Scott
Assistant Secretary

Attest

Pauline B. Proctor
Assistant Secretary

Assistant Secretary

SCHEDULE A

Amount \$ 18,500.00

Fee \$ 82.00

Policy No. 94540

Policy Date December 24, 1952 at 8:01 A. M.

INSURED

FLEETWOOD MACHINE PRODUCTS,
F. H. ROLAPP and LOUISE T. ROLAPP.

1. The title to said land is, at the date hereof, vested in:

FLEETWOOD MACHINE PRODUCTS,
a partnership consisting of
Milwood W. Cooke, Ray D. Martin and
Wilfred J. Turcott.

2. Description of land in the State of California, County of Los Angeles,
title to which is insured by this policy:

The East 55 feet of the West 225 feet (said distance measured to the center line of Farmdale Avenue as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, Book 31 Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in paragraphs numbered 4 and 5 on page 1 of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof, or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. Second installment general and special County and City taxes for the fiscal year 1952-1953, in the amount of \$135.23.
2. An easement to replace pole lines and towers and incidental purposes, as granted to The Edison Electric Co., by deeds recorded in Book 2396 Page 46 of Deeds, Book 3717 Page 281 of Deeds, and in Book 3717 Page 280 of Deeds.
3. A deed of trust dated December 19, 1952, executed by Fleetwood Machine Products, a partnership composed of Milwood W. Cooke, Ray D. Martin and Wilfred J. Turcott, to California Trust Company, a corporation, trustee, to secure an indebtedness of \$9,500.00, in favor of F. H. Rolapp and Louise T. Rolapp, husband and wife, as joint tenants, and any other amounts payable under the terms thereof, recorded December 24, 1952, as Instrument No. 1645.

Issued by

Land Title Insurance Company and **CALIFORNIA PACIFIC TITLE INSURANCE COMPANY**

herein called the Companies assure

ROSALIND AARON

- (a) That the beneficial interest under the deed of trust referred to in Paragraph 3 of Schedule B has been assigned to said assured, and
- (b) That no reconveyance, either full or partial, of said deed of trust, nor any modification thereof, appears of record, and
- (c) That no subsisting mechanics' liens appear of record against said land.

The Companies hereby insure said assured against any loss of principal, interest, or other sums secured by said deed of trust, which said assured shall sustain in the event that the assurance herein shall prove to be incorrect.

The liability of the Companies under this indorsement shall not exceed the sum of \$ 9,500.00 and costs which the Companies are obligated under the stipulations of said policy to pay; and the total liability of the Companies under said policy and any indorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Companies are obligated under the stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the schedules and stipulations therein, except as modified by the provisions hereof.

This indorsement is not to be construed as insuring the title to said land as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated **March 2, 1953**

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

By

William B. Deak
Assistant Secretary

Land Title Insurance Company

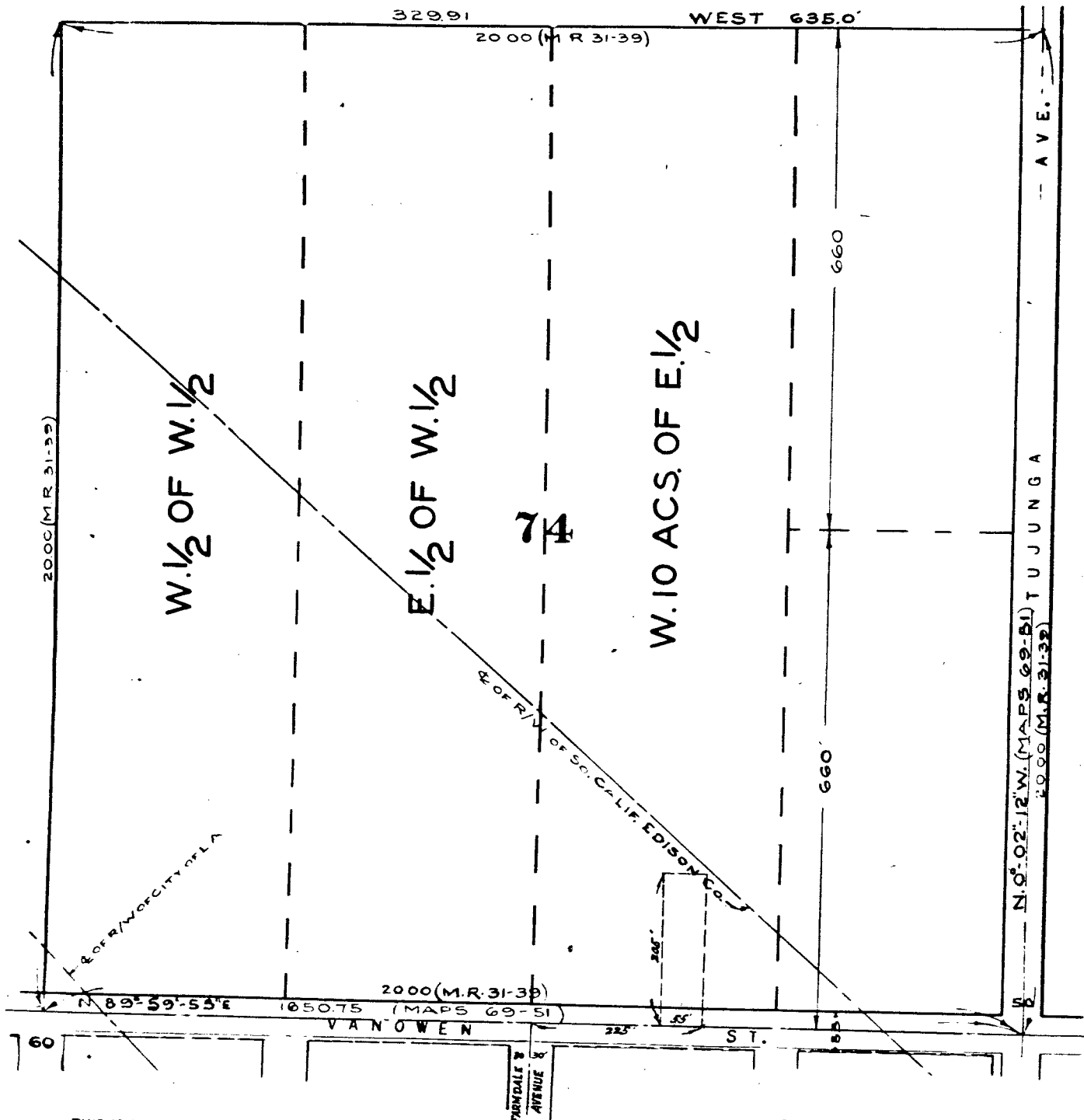
By

William B. Deak
Assistant Secretary

CLTA Form 104 Rev (6-1-51)

Co-Insurance

Order #5300008



THIS IS NOT A SURVEY OF THE LAND BUT IS COMPILED FOR INFORMATION ONLY FROM DATA SHOWN BY OFFICIAL RECORDS.

Land Title Insurance Company

LOCATION OF OFFICES

Bakersfield - Eureka - Los Angeles - Riverside - San Diego - Vallejo - Willows

30 December 1952

.John Alden Blanchard

.9009 Beverly Boulevard

.Los Angeles 48, California

Re: Escrow No. ²⁶⁻⁶⁰⁷⁷

PLEASE REFER TO North Hollywood OFFICE

Assignments and

Enclosed herewith please find Policy No. ⁴ P 812227 CS of the London & Lancashire Insurance Co., Ltd.

No.

on which endorsements, corrections, and transfer are to be made as follows:

xx Interest of insured is to be transferred to Fleetwood Machine Products, a partnership composed of Ray D. Martin, Wilfred J. Turcott and Milwood W. Cooke

xx Mortgagee Clause in usual form and in favor of ^W F. H. Rolapp and Louise F. Rolapp, husband and wife as joint tenants

Special Mortgagee Clause (blanks enclosed) in favor of

Second Mortgagee Clause in favor of

Correct name of insured to read

Correct address or description of property to

When completed, mail Policy to: ^{F. H.} Mr. and Mrs. Rolapp, 6777 Hollywood Blvd., Hollywood, Cal.

Memo Copy to: Fleetwood Machine Products, 11418 Fleetwood St., Sun Valley, Cal.

^{25¢} is enclosed herewith for charge for this service.

/s/jg

Land Title Insurance Company
By _____ Escrow Officer

GRANT DEED

IN CONSIDERATION of \$10.00, receipt of which is hereby acknowledged, F. H. ROLAPP and LOUISE T. ROLAPP do hereby grant to MADE H. METCALF and FRANCES E. METCALF, husband and wife, as joint tenants, the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

The East 54.72 feet of the West 279.72 feet (said distance measured to the center line of ~~Paradise Avenue~~, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31 Page 39, et seq. of Miscellaneous Records, in the Office of the County Recorder of said County.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

SUBJECT to the second installment of all general and special taxes for the fiscal year 1947, 1948.

SUBJECT also to any and all of the provisions, covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.

PROVIDED, HOWEVER, that this conveyance is made and accepted upon each of the following express restrictions and conditions, viz, as follows:

That no horse, cow, hog, goat, rabbit or similar animal or any poultry shall be kept or maintained upon any part or portion of said land, nor shall any chicken yard be erected or maintained thereon; that no building, shed, kennel, pen or fence-yard shall be erected or maintained at any time upon any part or portion of said land for the purpose of using same for buying, selling, dealing in, boarding, doctoring or hospitalizing any dogs, cats, rabbits, small cats or similar animals or poultry.

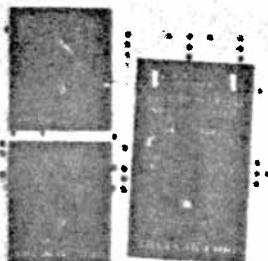
PROVIDED that a breach of any of the said provisions, conditions and restrictions shall cause said land together with the appurtenances belonging thereto, upon which such breach occurs, to revert to F. H. ROLAPP and LOUISE T. ROLAPP, their heirs successors or assigns, each of whom respectively shall have the right of immediate re-entry upon said lot in the event of any such breach.

PROVIDED further, that a breach of any of the said provisions, conditions, and restrictions or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said land and any improvements thereon, but said provisions, conditions and restrictions shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure of any mortgage or deed of trust or otherwise.

Dated this 19th day of April, 1948

F. H. Rolapp

Louise T. Rolapp



CONSIDERATION of \$10.00, receipt of which is hereby acknowledged,
F. E. POLAPP and LOUISE T. POLAPP do hereby grant to WADE E. KETCALF and
FRANCES E. KETCALF, husband and wife, as joint tenants, the real property
in the City of Los Angeles, County of Los Angeles, State of California,
described as:

The East 54.72 feet of the West 275.72 feet (said distance measured
to the center line of Farmdale Avenue, as shown 50 feet wide of
the South 200 feet of the West 10 acres (said distance and acreage
being measured to the center line of Vanowen Street, as shown 50
feet wide) of the East half of Lot 74 of the Lankershire Ranch Land
and Water Company's Subdivision of the East 12,000 acres of the
South half of the Rancho Ex-Mission de San Fernando, in the City
of Los Angeles, County of Los Angeles, State of California, as
per map recorded in Book 31 Page 39, et seq. of Miscellaneous
Records, in the Office of the County Recorder of said County.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

STIPEND to the second installment of all general and special taxes for
the fiscal year 1947, 1948.

SUBJECT also to any and all of the provisions, covenants, conditions,
restrictions, reservations, easements, rights and rights of way of record.

PROVIDED, HOWEVER, that this conveyance is made and accepted upon each
of the following express restrictions and conditions, viz, as follows:

That no horse, cow, hog, goat, rabbit or similar animal or any poultry
shall be kept or maintained upon any part or portion of said land, nor
shall any chicken yard be erected or maintained thereon; that no build-
ing, shed, kennel, pen or fence-yard shall be erected or maintained at
any time upon any part or portion of said land for the purpose of using
same for buying, selling, dealing in, boarding, doctoring or hospitalizing
any dogs, cats, rabbits, small cats or similar animals or poultry.

PROVIDED that a breach of any of the said provisions, conditions and
restrictions shall cause said land together with the appurtenances belong-
ing thereto, upon which such breach occurs, to revert to F. E. POLAPP and
LOUISE T. POLAPP, their heirs successors or assigns, each of whom res-
pectively shall have the right of immediate re-entry upon said lot in
the event of any such breach.

PROVIDED further, that a breach of any of the said provisions, conditions,
and restrictions or any re-entry by reason of such breach shall not defeat
or render invalid the lien of any mortgage or deed of trust made in good
faith for value as to any portion of said land and any improvements there-
on, but said provisions, conditions and restrictions shall be binding
upon and effective against any owner thereof whose title thereto is acquired
by foreclosure of any mortgage or deed of trust or otherwise.

Dated this 19th day of April, 1948

F. E. Polapp

Louise T. Polapp

ESCROW INSTRUCTIONS LENDER

To California Bank

La Brea Branch

Office Los Angeles

Calif.

June 17

1955

Prior to the expiration of the time specified in this paragraph, I will hand you \$ 30,000.00

Which you are to use, provided, on or before THIRTY DAYS from the above date, you can secure for me the following:

Item 1: Trust Deed Note executed by FLORWOOD MACHINE PRODUCTS, INC., a corporation

for \$ 30,000.00 in favor of PAUL R. COLE, Trustee under that certain Declaration of Trust, dated July 28, 1941, recorded in Book 18899, Page 159, Official Records, Los Angeles County

dated 6-17-55 1st XXXXXXX with interest at 6 per cent per annum, from 7-15-55, payable monthly at Los Angeles, Calif.

Principal and interest payable \$ 335.00 XXXX on the 1st day of each calendar month, beginning on the 1st day of September, 19 55, and continuing until said principal and interest have been paid. Privilege is hereby reserved to pay all or any part of the principal of the within note at any time after two years from date hereof upon payment of 90 days unearned interest on the amount so prepaid.

Item 2: Trust Deed on California Trust Company's

form, securing said note on the real property in the County of Los Angeles, State of California, viz

as per map recorded in Book _____ Page _____ of _____ records of said county.

And when instruments have been filed for record entitling you to procure for me assurance of title in the form of a Title Insurance and Trust Co's Policy of Title Insurance in the issuing Title Company's usual form with its liability limited to not less than \$ 30,000.00 on the above described property showing said Trust Deed (Item 2 hereinbefore set forth) to be a first lien on said property. EXCEPT ALL GENERAL AND SPECIAL Taxes for the fiscal year 19 55, 19 56, including PERSONAL PROPERTY TAXES, if any, of any former owner, AND ALSO INCLUDING ANY SPECIAL DISTRICT LEVIES, PAYMENT OF WHICH ARE INCLUDED THEREIN AND COLLECTED THEREWITH

All taxes and assessments levied or assessed subsequent to date of these instructions,

Conditions, restrictions, reservations, covenants, easements, rights and rights of way, of record, if any.

Trust Deed securing an indebtedness of \$ None as per its terms, now of record the terms of which indebtedness and said trust deed I am familiar, and hereby approve, no further approval necessary (see page two for amount of unpaid balance of principal)

The supplemental instructions of 11447 Van Owen St., North Hollywood, California are hereby made a part of this escrow and instructions.

Procure and accept for me fire insurance policies as submitted for at least \$ 30,000.00 you may assume that the premiums on all policies have not been hypothecated, with beneficiary clause affixed in favor of aforesaid beneficiaries, on buildings described therein as 11447 Van Owen St., North Hollywood, California

ANY POLICY OF TITLE INSURANCE CALLED FOR UNDER THESE INSTRUCTIONS MAY BE ISSUED FOR THE BENEFIT OF ALL PARTIES IN INTEREST AND MAY BE PROCURED FROM ANY TITLE COMPANY OPERATING IN THE COUNTY WHERE THE PROPERTY IS LOCATED, AND WILL BE SUBJECT TO EXCEPTIONS AND CONDITIONS CONTAINED IN SUCH COMPANY'S REGULAR PRINTED FORM, INCLUDING BUT NOT LIMITED TO AN EXCEPTION THAT SAID POLICY WILL NOT INSURE AGAINST LOSS BY REASON OF THE RESERVATION OR EXCEPTION OF ANY WATER RIGHTS, CLAIMS, OR TITLE TO WATER

If I acquire any above described note or notes by assignment through this escrow, procure offset statement, signed by None showing \$ None balance of principal unpaid and interest paid to None AND PRORATE INTEREST ON SUCH NOTE TO None on basis of said offset statement; also cause to be recorded an assignment of the Mortgage/Trust Deed securing said note and secure the following assignment endorsed on said note: None

If any Trust Deed hereinbefore described is to be subject to any Mortgage and/or Trust Deed now of record, procure statement by the owner of the notes secured thereby or the holder for collection showing balance of principal thereon to be \$ None and interest paid to None

The lender is to pay no charges in connection with this escrow, unless otherwise expressly provided herein.
Make all adjustments and/or proratings on the basis of a 30 day month. "Close of Escrow" is the day instruments are recorded or registered.
The borrower guarantees that the premium on any insurance policy which he hands you or causes to be handed you has been paid and that said policies have not been hypothecated.

Deliver assurance of title and insurance policies, if any, to holder of first encumbrance, or order, if any. Make disbursements by your check. Documents and checks in my favor to be mailed to my address shown below, unless you are otherwise instructed.

If the conditions of this escrow have not been complied with at the time herein provided, you are nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless I shall have made written demand upon you for the return of money and/or instruments deposited by me.

NO NOTICE, DEMAND OR CHANGE OF INSTRUCTIONS SHALL BE OF ANY EFFECT IN THIS ESCROW UNLESS GIVEN IN WRITING BY ALL PARTIES AFFECTED THEREBY: In the event conflicting demands are made or notices served upon you with respect to this escrow, the parties hereto expressly agree that you shall have the absolute right, at your election to do either or both of the following: withhold and stop all further proceedings in and performance of, this escrow, or file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, you shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon you in this escrow, and the parties jointly and severally agree to pay you all costs, expenses, and reasonable attorney's fees expended or incurred by you, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit.

You are not to be held liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to identity, authority, or rights of any person executing the same, nor for failure to comply with any of the provisions of any agreement, contract, or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by you as escrow holder, and for the disposition of same in accordance with the written instructions accepted by you in this escrow.

All parties hereto further agree, jointly and severally, to pay on demand, as well as to indemnify and hold you harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of any kind or nature which, in good faith, you may incur or sustain in connection with or arising out of this escrow, and you are hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrowed papers and other property and monies deposited in this escrow, to protect your rights and to indemnify and reimburse you under this agreement.

It is agreed by the parties hereto that so far as your rights and liabilities are concerned, this transaction is an escrow and not any other legal relation and you are an escrow holder only on the terms herein expressed, and you shall have no responsibility of notifying me or any of the parties to this escrow of any sale, resale, loan, exchange, or other transaction involving any property herein described or of any profit realized by any person, firm or corporation (broker, agent, and parties to this and/or any other escrow included) in connection therewith, regardless of the fact that such transaction(s) may be handled by you in this escrow or in another escrow.

These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

Any amended, supplemental, or additional instructions given shall be subject to the foregoing conditions.

THE FOREGOING TERMS, CONDITIONS, PROVISIONS AND INSTRUCTIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

Signature _____ Address _____ Zone _____ 'Phone _____

Signature _____ Address _____ Zone _____ 'Phone _____

BORROWER

June 17 19 58

THE FOREGOING TERMS, CONDITIONS AND/OR INSTRUCTIONS ARE HEREBY CONCURRED IN, APPROVED AND ACCEPTED.

Prior to the expiration of the time specified on Page 1 of the Lender's instructions, I will supply you all instruments and money necessary of me to enable you to comply therewith, which you are authorized to use and/or deliver when you hold in this escrow for the account of FLEETWOOD MACHINE PRODUCTS, INC., a corporation

the sum of \$ 30,000.00, and any prorata adjustments and instruments deliverable to me under the Lender's instructions. When the property being encumbered or the trust deed and note being sold and assigned is held in Joint Tenancy, any cash derived therefrom in this escrow shall be Joint Tenancy funds. Pay at the close of escrow any encumbrances necessary to place title in the conditions called for under these instructions and the following:

Pay commission of \$ None to _____
(Broker's License No. _____), whose address is: _____

The supplemental instructions of even date herewith are hereby made a part of these instructions.

You will, as my agent, procure the attachment of beneficiary clauses in favor of the lender on any insurance policies of mine handed you for use in this escrow. Instruct the Title Company to begin search of title at once. Regardless of the consummation of this escrow, I agree to pay on demand charges and expenses incurred by you for me, charges for assurance of title, for sending in offset, mortgages and/or beneficiaries' statements and/or demands, for special recording, listing, reports, drawing and acknowledging documents executed by me, recording charges, attachment of beneficiary clauses to insurance policies, your escrow fees as charged.

Issue your check for balance in favor of Fleetwood Machine Products, Inc.
and mail Fleetwood Machine Products, Inc.

By: _____ Address _____ Zone _____ 'Phone _____

By: _____ Address _____ Zone _____ 'Phone _____

~~GENERAL~~ ADDITIONAL INSTRUCTIONSESCROW NO. 12-171

ESCROW INSTRUCTIONS

California Bank

La Brea-Beverly Office Los Angeles Calif., June 17 1955

(Hereinafter called "the Bank")

My previous instructions in the above numbered escrow are hereby ~~modified~~ - supplemented in the following particulars only:

The following terms, conditions and/or instructions, are incurred and made a part of the loan instructions of even date herewith in the above numbered escrow and hereby, concurred in, approved and acknowledged by the undersigned:
Paul H. Cote, Trustee under that certain Declaration of Trust, dated July 28, 1941, recorded in Book 18300, Page 138, Official Records, Los Angeles County

HERE AND AFTER called "LENDER" (whether one or more) and:

FLEETWIND MACHINE PRODUCTS, INC., a corporation

HERE AND AFTER called "BORROWER" (whether one or more)

The Borrower contemplates constructing and hereby agrees with Lender to construct on the said land as described in the Deed of Trust securing said loan the following building or buildings and improvement to wit:

an addition to factory building and new office area

according to said plans and specifications, a copy of which has been hereto fore furnished the Lender and with which California Bank is not to be concerned.

Borrower further agrees with Lender that the loan, herein after referred to "building loan" or "loan", being obtained from the Lender thru this escrow is being obtained for the purpose of obtaining funds for the construction of the building and improvements as above set-out.

In addition to the proceeds of said loan the Borrower will, prior to the close of escrow as defined in printed provision of original escrow instructions, will hand you the sum of \$ 71,532.00 for deposit with the funds constituting the proceeds of said loan and the undersigned Borrower represents to the Lender that the total of said monies, is sufficient to pay all costs of the construction thereof of said building and improvements and to fully complete the same.

The Lender specifically understand that the California Bank in accepting this escrow makes no representation or guarantee that said buildings or improvements have not been started or work performed thereon or will not be started prior to the recordation of said Deed of Trust or that the same will ever be completed.

When the instructions of the Lender in this escrow can be complied with, except as herein after set-out, the Deed of Trust securing said loan is to be recorded in the office of the county recorder, of the county in which the real property described in said Deed of Trust is situated, the policy of title Insurance called for in this escrow by the Lender is to be written as of the date of recording said Deed of Trust and the proceeds of said loan are there upon to be placed to the credit of the Borrower in this escrow and all instruments and documents called for by the Lender are thereupon to be written and thereafter to be delivered to the said Lender. Said funds (proceeds of said loan and the monies deposited herein by Borrower) and first using therefrom funds deposited herein by Borrower, are to be disbursed in installments to Thatcher H. Foley

or his order, upon receipt of written instructions from the Lender or Craig Mason Co. that the construction of the building or buildings has progressed in accordance with following schedule:

Disbursement #1	3453.20
Disbursement #2	3453.20
Disbursement #3	3453.20
Disbursement #4	3453.20
Disbursement #5	3453.20
Disbursement #6	3453.20
Disbursement #7	5279.80
Disbursement #8	5279.80
Disbursement #9	3453.20

GENERAL ADDITIONAL INSTRUCTIONSESCROW NO. 17-2271**ESCROW INSTRUCTIONS****California Bank**

La Brea Beverly Office Los Angeles Calif., June 16, 1953
 (Hereinafter called "the Bank")

My previous instructions in the above numbered escrow are hereby ~~modified~~ supplemented in the following particulars only:

Ninth Disbursement (\$ 3,453.20) being the remainder of said money, is to be held in this escrow until Notice of Completion of said building has been filed of record, in the office of the county recorder of the county where the property is situated and until the issuing Title Company can issue endorsement on said policy of Title Insurance as of a date not less than 35 days subsequent of the recording of the Notice of Completion, showing that no mechanics liens appear of record and said Thatcher H. Holapp, as General Contractor, furnishes you an Affidavit stating that all bills for material and labor has been paid and a release of his lien rights as such General Contractor.

The Lender understands that the California Bank as escrow holder is to make no guarantee or representation of the effectiveness of the Notice of Completion; and the Lender hereby releases the California Bank as escrow holder, of any and all responsibility as to any mechanics liens or any other encumbrances that may be filed subsequent to and attached prior to the herein called for deed of trust by reason of payment of the disbursement schedule prior to the statutory time which ~~maximum~~ mechanic liens may be filed has lapsed.

When you receive notification or instructions from the borrower that the above referred to Notice of Completion has been filed of record, the Lender herein agrees to redeposit the policy of Title Insurance for the purpose of securing the endorsement as above provided.

You are authorized and instructed to hold the sum of \$150.00 as inspection charge for the credit of Craig Mason Co. and same to be disbursed to Craig Mason Co. as of date of recording Notice of Completion.

FLEETWOLD MACHINE PRODUCTS, Inc.

By

By

June 6, 1955

Paul R. Cote
118 South Beverly Drive
Beverly Hills, California

Dear Sir:

Following is the legal description of our property
which you requested that we send you:

Parcel # 916 016 17

Property of the Lankershim Ranch Land and Water
Company Lot on N Line of Van Owen Street Com W 410
Ft. from W Line of Tujunga Ave. TH W on SD N Line
55 Ft. with a uniform depth of 180 Ft. N Part of
Lot Sec. 74

Parcel # 916 016 26

Property of the Lankershim Ranch Land and Water
Company Lot on N Line of Van Owen Street Com W 465
Ft. from W Line of Tujunga Ave. TH W on SD N Line 50
Ft. with a uniform depth of 180 Ft. N Part of Lot
Sec. 74

Sincerely,

Fleetwood Machine Prod., Inc.

RDM/ml

By R. D. Martin, Secy-Treas.

June 14, 1955

Dear Sir:

Following is the legal description of our property which you requested that we send you:

The Easterly 55 feet of the Westerly 225 feet, said distances measured to the center line of Farmdale Avenue as shown 60 feet wide, of the Southerly 205 feet of the Westerly 10 acres (said distances and acreage being measured to the center line of Van Owen Street as shown 50 feet wide), of the Easterly one-half of Lot 74, Lankershim Ranch Land and Water Company Subdivision of the East 12,000 acres of the Southerly one-half of the Rancho Ex-Mission de San Fernando, in the city and county of Los Angeles, State of California, as per map recorded in Book 31, Pages 39 et seq., of Miscellaneous Records in the office of the county recorder of said County.

EXCEPT the Southerly 25 feet thereof included in Van Owen Street.

The East 50 feet of the West 170 feet (said distances measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distances and acreage being measured to the center line of Van Owen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, in the city of Los Angeles, as per map recorded in Book 31, Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder of said County.

EXCEPT the Southerly 25 feet thereof included in Van Owen Street.

Sincerely,

Fleetwood Machine Products, Inc.

RDM/ml

By

R. D. Martin, Secy-Treas.

Donald A. Dewar
ATTORNEY AT LAW
120 EL CAMINO DRIVE
Beverly Hills, California
CRESTVIEW 6-0550 - BRADSHAW 2-2851

RECEIVED

FEB 4 1957

February 1, 1957

RECEIVED THOMAS BROS. CO.

Fleetwood Machine Products, Inc.
11447 Vanowen Street
North Hollywood, California

Gentlemen:

I am writing you with respect to your Promissory Note dated June 17, 1955, payable to Paul R. Cote, Trustee.

As you know, Mr. Cote passed away a short time ago, and as a result Mr. Arthur R. Koll, Trustor of the trust of which Mr. Cote was Trustee, has been appointed Trustee thereof.

As a result of Mr. Koll's being substituted as Trustee for Mr. Cote, all subsequent payments made by you on your aforementioned Promissory Note until further notice should be made and sent to Arthur R. Koll, Trustee, at The China House, West Third and Fairfax Avenue, Los Angeles, California.

I am the attorney for Mr. Koll, and for the aforementioned trust, and if you have any questions concerning this matter, I would appreciate your contacting me. Further, in the event any matters arise in the future with respect to said note, I would appreciate your contacting me with respect to them.

Very truly yours,



Donald A. Dewar

DAD:ec

BRETT SMITHERS
ROY M. GOOD
CLYDE H. POTTER, JR.

SMITHERS, GOOD AND POTTER
ATTORNEYS AT LAW
ARCADE BUILDING
12135 VICTORY BOULEVARD
NORTH HOLLYWOOD, CALIFORNIA

STANLEY 7-5477
POPLAR 3-4347

February 25, 1957

RECEIVED

FEB 26 1957


Fleetwood Machine Products, Inc.
11439 Vanowen Street
North Hollywood, California

Dear Fred and Cooke:

Re: Koll Trust

Enclosed please find copy of appointment of successor trustee and acceptance together with copy of letter from Mr. Dewar dated February 19, 1957, concerning the termination of the trust. Meantime it is my opinion that payments made under the terms of the first trust deed securing the note of Fleetwood Machine Products, Inc., should be made to Mr. Koll in his capacity as trustee. Payments to Mr. Koll personally should not be made until such time as we have in hand some authority indicating the proper termination of the trust and, according to Mr. Dewar's letter, this will probably be made available in the near future.

Regards,


Brett Smithers

BS:rc
Encl.

Donald A. Dewar
ATTORNEY AT LAW
120 EL CAMINO DRIVE
Beverly Hills, California
CHRYSLER 6-0100 - BRANIFF 2-5000

February 19, 1957

Mr. Brett Smithers
Attorney at Law
12135 Victory Blvd
North Hollywood, Calif.

Dear Mr. Smithers:

Re: Koll Trust

In accordance with our conversation, I enclose herein an executed copy of appointment of Successor Trustee and Acceptance in the Arthur R. Koll Trust. By reason of Mr. Cote's death, a successor trustee was necessary, and Arthur R. Koll who is the Trustor has appointed himself as Trustee.

I might add that it is Mr. Koll's intention to terminate this trust as soon as the various papers can be put into proper order. By reason thereof, you will doubtless be hearing from us again before too long to the effect that future payments are to be made to Mr. Koll personally.

I would appreciate your returning the enclosed executed copy of the appointment to me as soon as you have completed your use thereof. As I said on the telephone, please feel free to make photo copies thereof for your own use.

Sincerely

Donald A. Dewar

Donald A. Dewar

DAD:ec

Encl.

1 **APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE**

2 * * * * *

3 WHEREAS, under written Declaration of Trust dated the 28th
4 day of July, 1941, reference to which is hereby made for full
5 particulars, Paul R. Côté declared himself to be Trustee for the
6 benefit of AMANDA W. KOLL and THOMAS S. KOLL; and

7 WHEREAS, paragraph THIRTEENTH thereof reads as follows:

8 "If during the life of the trustor, the trustee named
9 herein for any reason is unable or unwilling to act as
10 such, the trustor will nominate a successor trustee.
11 If the trustee named herein for any reason becomes
12 unable or unwilling to act as such after the death of
13 the trustor, then and in said event the successor
14 trustee shall be nominated and appointed by the con-
15 sent of a majority of the following persons, to wit:
16 Amanda W. Koll, Thomas S. Koll and Paul R. Côté. In
17 the event that Paul R. Côté is unable or unwilling to
18 assist in the selection of a successor trustee then
19 the same must be designated by the unanimous consent of
20 the above named parties. PROVIDED FURTHER, that if the
21 selection of a successor trustee must be made, then
22 the said Amanda W. Koll and Paul R. Côté must unanimously
23 agree upon a successor trustee. Upon the failure to
24 appoint a successor trustee in the manner herein provided,
25 then in said event the BANK OF AMERICA NATIONAL TRUST &
26 SAVINGS ASSOCIATION or its successor shall be and become
27 the trustee under this trust, and shall thereafter con-
28 tinue to act as such during the duration of this Trust."

29 WHEREAS, Paul R. Côté died on or about the 10th day of
30 November, 1956, and Arthur R. Koll desires to and does, hereby
31 pursuant to the terms of the aforesaid Declaration of Trust
32 appoint ARTHUR R. KOLL as successor Trustee to the said Paul R.
Côté, effective as of the date hereof.

DATED: November 30, 1956.

Arthur R. Koll

Arthur R. Koll

I, Arthur R. Koll, do hereby accept the foregoing appoint-
ment as Trustee under the above identified Declaration of Trust,
and hereby agree to be bound by each, every, and all of the terms
and conditions of said Declaration of Trust.

DATED: November 30, 1956.

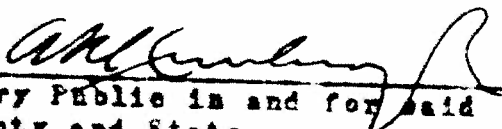
Arthur R. Koll

Arthur R. Koll

1
2
3 STATE OF CALIFORNIA }
4 COUNTY OF LOS ANGELES } ss.
5

6 On this 30th day of November, 1936, before me, the under-
7 signed, personally appeared ARTHUR M. ROLL, known to me to be
8 the person whose name is subscribed to the foregoing Appointment
9 of Successor Trustee, and acknowledged to me that he executed
10 the same.

11 WITNESS my hand and official seal.
12

13 
14 Notary Public in and for said
15 County and State
16
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CITY OF LOS ANGELES
CALIFORNIA

7

COMMISSIONERS

SIDNEY F. HILL
PRESIDENT
JOHN M. ENNIS
VICE-PRESIDENT
FRANK E. HESS
VINCENT PALMER
HARRY FRIEDMAN



NORRIS POULSON
MAYOR

DEPARTMENT OF
BUILDING AND SAFETY
200 CITY HALL
LOS ANGELES 12
MICHIGAN 8211
G. E. MORRIS
GENERAL MANAGER AND
SUPERINTENDENT OF BUILDING

December 3, 1953

Fleetwood Machine Products Inc.
11439 Vanowen Street
North Hollywood, California

Attention: Mr. Ray D. Martin
Secretary-Treasurer

Gentlemen:

In reply to your letter of November 30, 1953, please be
advised as follows:


Our district map shows the property described to be in the
M-2 zone. There is a 17 foot building line setback, by
ordinance, on Vanowen Street. The M-2 zone allows a machine
tool manufacturing business.

Hoping this is the information you desire, we remain

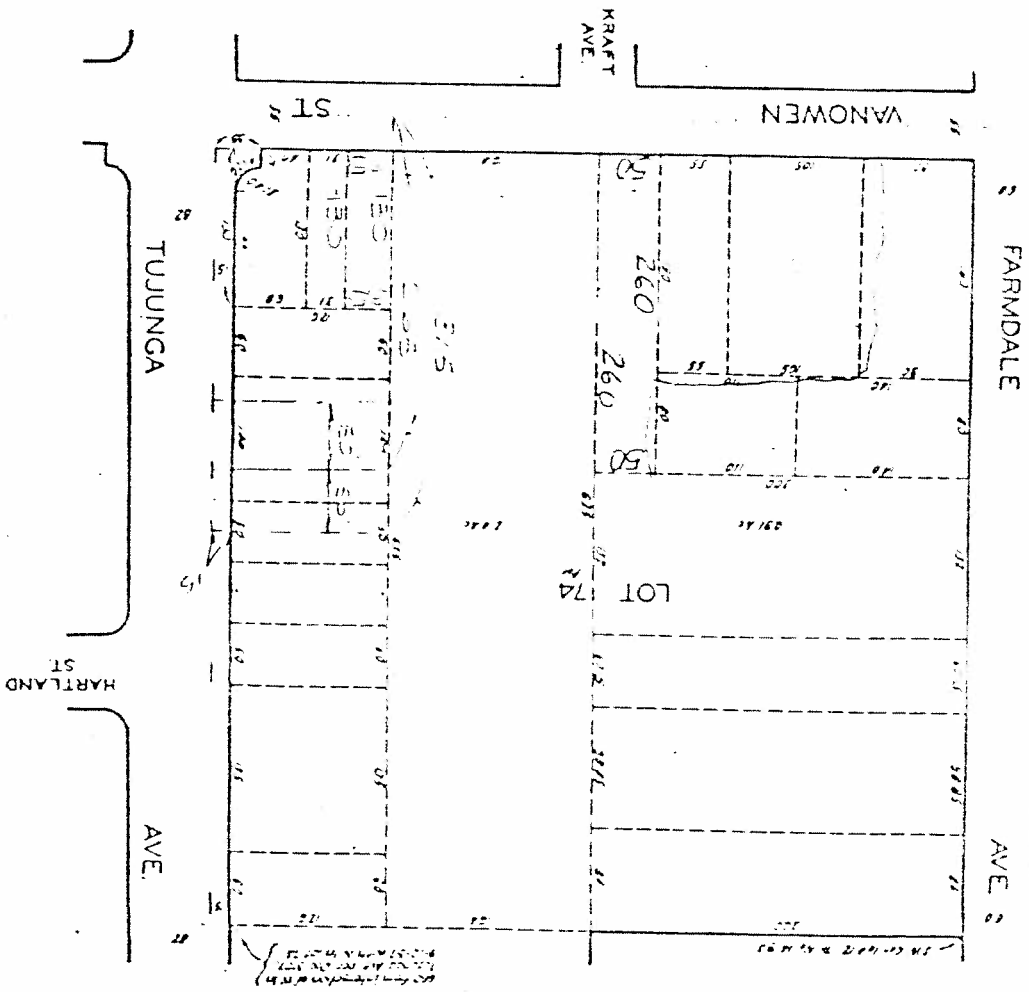
Yours truly,

G. E. MORRIS
SUPERINTENDENT OF BUILDING

BY


Fred Krause
Senior Building Zone Analyst

ALH:sg



Full Reconveyance

8 22

Whereas, SOUTHWEST TITLE AND TAX COMPANY, a corporation, of Los Angeles, California, as Trustee under Deed of Trust dated December 3, 1953, made by

FLEETWOOD MACHINE PRODUCTS INC., a corporation

Trustor, and recorded December 11, 1953, in Book 43368, Page 399, of Official Records in the office of the Recorder of Los Angeles County, California,

The East 50 feet of the West 170 feet (said distance measured to the center line of Farmdale Avenue as shown 60 feet wide) of the South 205 feet of the West 10 Acres (said distance and acreage being measured to the center line of Van Owen Street, as shown 50 feet wide) of the East one-half of lot 74, Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 Acres of the South one-half of Rancho Ex Mission de San Fernando, as per map recorded in Book 31, Page 39 of Miscellaneous Records, in the office of the County Recorder of said County.

EXCEPT the southerly 25 feet thereof included in Van Owen Street.

having received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder.

In Witness Whereof, Southwest Title and Tax Company, as Trustee, has caused its corporate name and seal to be hereto affixed by its Secretary, thereunto duly authorized.

Dated April 18, 1955

SOUTHWEST TITLE AND TAX COMPANY, as Trustee

By

Secretary

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES } ss.

On April 18, 1955
before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
M. J. Waite

known to me to be the Secretary of SOUTHWEST TITLE
AND TAX COMPANY, the corporation that executed the
foregoing instrument as Trustee, and known to me to be the
person who executed said instrument on behalf of the cor-
poration therein named, and acknowledged to me that such
corporation executed the same as Trustee.

WITNESS my hand and official seal.

(Seal)

Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT NO. 4095
RECORDED AT REQUEST OF

JUN 8 4 30 PM '55

BOOK-18000 PAGE 279

HAME D. REATTY, RECORDER
LOS ANGELES COUNTY, CALIF
BY J. Waite DEPUTY

97061

THANK YOU VERY MUCH FOR THE LEGAL
NOTICE. A COPY OF WHICH IS HERETO ATTACHED.

PLEASE READ THE NOTICE FOR ANY POSSIBLE
ERRORS OR CORRECTIONS.

DATES OF PUBLICATION APPEAR ON THE LAST
LINE OF THIS NOTICE. FOLLOWING LAST INSERTION
WE WILL FILE AN ORIGINAL AFFIDAVIT OF PUBLICA-
TION AND MAIL THE DUPLICATE TO YOU.

THE LOS ANGELES DAILY JOURNAL
220 WEST FIRST STREET

PHONE MADISON TWENTY-ONE FORTY-ONE (2141)
LOS ANGELES 12, CALIFORNIA

NOTICE OF INTENDED SALE
NOTICE IS HEREBY GIVEN: That
MILWOOD W. COOKE, WILFRED
TURCOTT and RAY D. MARTIN,
Vendors, whose address is 11439 Vanowen
Street, North Hollywood, County
of Los Angeles, State of California,
intend to sell to FLEETWOOD MA-
CHINE PRODUCTS, INC., a Cal-
ifornia corporation, Vendee, whose
address is 11439 Vanowen Street,
North Hollywood, County of Los An-
geles, State of California, the follow-
ing described personal property, to-
wit: All stock in trade, fixtures,
equipment and good will, name, and
assets of every nature, sort and de-
scription including but not limited to
accounts receivable (the purchaser
will assume all obligations of the
partnership to the date of close of
business), of a certain machine shop
known as FLEETWOOD
MACHINE PRODUCTS, and located
at 11439 Vanowen Street, North Holly-
wood, County of Los Angeles, State
of California, and that a sale, trans-
fer and assignment of the same will
be made, and the consideration there-
on will be paid at 10:00 o'clock A.M.,
on the 5th day of October, 1953, at
the office of DANIEL W. GAGE,
ESQ., at 740 Rowan Building, in the
City of Los Angeles, County of Los
Angeles, State of California.
Dated September 22, 1953.
WILFRED TURCOTT
MILWOOD W. COOKE
RAY D. MARTIN
Vendors

DANIEL W. GAGE
Attorney-at-Law
Suite 740 Rowan Building
Los Angeles 12, CALIF.
(2141) 401-41

97062

97063

the period hereinbefore set out, plus an amount equal to the average annual salaries paid to Stockholders herein, for the period herein-after set out, divided by the number of issued and outstanding shares. The period hereinbefore mentioned shall be the five (5) years preceding the date of death (or date of offer as the case may be), except that no year prior to the fiscal year ending in 1955 shall be used in this calculation. In the event Corporation shall at the date of death of a decedent Stockholder own life insurance policies upon the life of a deceased Stockholder, book value shall not include the cash surrender value or the proceeds of any such policy or policies. The determination of book value shall be made by the accountant then servicing Corporation and such determination shall be conclusive upon all of the parties hereto.

4. The purchase price shall be paid as follows: One-fourth ($1/4$) of the purchase price shall be paid in cash to the estate of the decedent within thirty (30) days after the qualification of a legal representative of such estate. The balance shall be paid in three (3) equal consecutive annual payments, the first such payment to be paid one (1) year after the date of the first payment herein. This obligation shall be evidenced by a promissory note bearing interest at six percent (6%) per annum and providing that said obligation may be prepaid without penalty. Said note, together with a pledge of the stock acquired herein by Corporation as security for the payment thereof, shall be delivered to the legal representative of the estate of decedent contemporaneously with the first payment hereinabove mentioned. Said pledge shall be effected by endorsement upon the stock certificate purchased hereunder that said certificates are pledged for the performance of the obligations herein set out.

5. If at any time Corporation is required to make payment of the purchase price or any part thereof for the stock of a deceased

that the entire available surplus shall be used to purchase part of the stock of the deceased Stockholder and Corporation and the surviving Stockholder shall promptly take all action required to reduce the capital stock of Corporation to the extent necessary for the redemption of the unpurchased stock. Payment for the stock so redeemed by Corporation shall be made in a sum equal to the sum which would have been paid pursuant to Paragraph 3 herein.

6. Upon completion of the payment of the purchase price herein, the legal representative of the estate of a decedent Stockholder shall assign and deliver the shares of deceased Stockholder to Corporation and Corporation shall hold the same free of the obligations and pledge hereinabove mentioned.

7. In the event that a Stockholder desires to dispose of his stock during his lifetime, he shall first offer all his stock for sale to Corporation. Any shares not purchased by Corporation within thirty (30) days after the receipt of such an offer shall be offered to the other Stockholder. Both Corporation and Stockholder shall have the right to purchase such stock so offered upon the following terms and conditions: The purchase price, terms of payment and security for same shall be the same as set out in Paragraphs 3 and 4 of this agreement, except that one-third ($1/3$) of said purchase price shall be paid in cash within thirty (30) days of the date of receipt of said offer and the balance shall be paid in twelve (12) equal monthly installments, commencing thirty (30) days after the first payment hereunder. Upon the completion of payment, the selling Stockholder shall transfer appropriately endorsed certificates to the purchaser hereunder. This agreement shall be ineffective and void as to any shares not purchased by either Corporation or Stockholder.

8. Upon the execution of this agreement the certificates of stock subject hereto shall be surrendered to the Corporation and endorsed as follows:

"This certificate is transferable only upon compliance with the provisions of an agreement dated September 1, 1937 among WILFRED TURCOTT, MILWOOD COOKE and FLEETWOOD MACHINE PRODUCTS, INC., a copy of which is on file in the office of the secretary of the Corporation."

After endorsement the certificates shall be returned to the Stockholders who shall, subject to the terms of this agreement, be entitled to exercise all rights of ownership of such stock. All stock hereafter issued to the Stockholders shall bear the same endorsement.

9. This agreement shall terminate upon the occurrence of any of the following events:

- (a) Cessation of the Corporation's business.
- (b) Bankruptcy, receivership, or dissolution of the Corporation.
- (c) The voluntary agreement of all parties who are then bound by the terms hereof.

Upon the termination of this agreement, each Stockholder shall surrender to the Corporation the certificates for his stock and the Corporation shall issue to him in lieu thereof new certificates for an equal number of shares without the endorsement set forth in Paragraph 8.

10. Whenever any stock is sold pursuant to this agreement, the seller shall affix to the certificates of stock the necessary documentary stamps.

Recorded at the request of
and mail to:

1938

(Name)

(Address)

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY

47 MIN 10 AM FEB 18 1975

Recorder's Office

FEE

\$4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California:

See attached for legal description of property
(legal description)

as recorded in Book 31, page 39/44 Records of Los Angeles County.

And, for the purpose of Driveway Access and Parking
(state purpose)

JOB ADDRESS: 11447 Vanowen Street, No. Hollywood, Calif. 91605

as regulated by Section 21.00 of the Los Angeles Municipal Code we do hereby covenant and agree with said City that the above legally described land shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement shall run with the land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, assignees and shall continue in effect until such time that the Los Angeles Municipal Code unconditionally permits the use or purpose herein above referred to or unless otherwise released by authority of the Superintendent of Building of the City of Los Angeles.

Dated this 14th day of February, 1975

Signature of owner _____ (Sign)

(Two Officer's signatures required for Corporations) Milwood W. Cooke Mildred A. Cooke (Sign)

FOR DEPARTMENT USE ONLY

Branch Office VAN NUYS

District Map 745-4

B&S Aff. No. _____

Approved for recording
Department of Building and Safety by

Willie G.

(INDIVIDUAL)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.
On February 14, 1975
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
Milwood W. Cooke and
Mildred A. Cooke

known to me to be the persons whose names
appear in the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

(CORPORATION)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.
On _____
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared _____
known to me to be the _____ President
and _____
known to me to be _____ Secretary of
the Corporation that executed the within Instrument known
to me to be the persons who executed the within instrument
on behalf of the Corporation therein named and acknowledged
to me that such Corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.

My Commission expires

99072

LEGAL DESCRIPTION FROM GRANT DEED

PARCEL 1: The east 55 feet of the West 225 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the east 12,000 acres of the South half of the Rancho Ex Mission de San Fernando, as per map recorded in Book 31, Page 39, Et Seq., of Miscellaneous Records, in the office of the County Recorder of said County, EXCEPT the South 25 feet thereof included in Vanowen Street.

PARCEL 2: The East 50 feet of the West 170 feet, (said distance measured from the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distances and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex Mission de San Fernando as per map recorded in Book 31, Page 39, et. seq. of Miscellaneous Records of the Office of the County Recorder of said County. EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

PARCEL 3: The East 54.72 feet of the West 271.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distances and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East one half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South one half of the Rancho Ex Mission de San Fernando, in the City of Los Angeles, in the County of Los Angeles, State of California, as per map recorded in Book 31, Page 39, et seq. of Miscellaneous Records, in the office of the County Recorder of said County. EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

Feb 1975

All lots held
as one parcel
no portion shall
be sold separately.

BILL OF SALE

The undersigned, John L. Baumann

for a valuable consideration, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell and convey to

FLEETWOOD ENGINEERING

the personal property described as (See attached Schedule)

The seller do es for himself, his heirs, executors and administrators
covenant and agree to warrant and defend the title to the property, goods and chattels hereby conveyed, against the just and lawful claims
and demands of all persons whomsoever.

Dated:

April 2, 1968

John L. Baumann
John L. Baumann

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.

On April 2, 19 68, before me, the undersigned, a Notary Public in and for said

County, personally appeared John L. Baumann

and known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.



OFFICIAL SEAL
CLAYTON B. THOMAS
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires October 13, 1970

Clayton B. Thomas

NAME TYPED OR PRINTED

HARRISON, CHARLES

10-10-68

— 10 —

- ## COMPLETE GRINDING SERVICE

11439 VANDWEN STREET

FREE & ON FREE

- 1 Sunnen Hone Model #MBB-1290D Serial #16307
including many misc Mandrels - stones - and accessories
- 1 Gaffers & Sattler space heater
- 1 Electric water cooler
- 2 Refrigerators
- 1 Time clock
- 1 Radio with extra speaker
- 2 Fire extinguishers
- Approx. 25 fluorescent lights & shades
- 1 Clausing lathe 14" Serial #601371
with bed turret #7229 including coolant tank & pump - 3 jaw chuck -
tail stock - collet closer - steady rest - 4 turret drill chucks -
1 Logan production cross slide
- 1 Rockford 14" lathe
1 Hall collet closer - 1 10" 4 jaw chuck - 1 steel bench with vice
& arbor press
- 1 Clausing vertical mill Model #8520 Serial #5842
Vice & drill chuck - collets - measuring standard - Hardinge index
fixture - boring head - several misc cutters
- 1 Buffalo #15 drill press
- 1 used set each No. & fraction twist drills
- 1 set #409 Husky end wrenches
- 1 used tap & die set
- 1 set test centers 18" cap with indicator
- 1 barrel Kerosene & 1 barrel grinding oil with pumps
- 1 Craftsman bench grinder with stand - $\frac{1}{2}$ horse power motor
- 1 Landis 4H grinder Serial #22506
50 live head - indicators & 2 wheel mounts

COMPLETE GRINDING SERVICE



EQUIPMENT LIST

- 1 Bryant #5 ID grinder Serial #K9238
coolant tank & pump - 5C collet attachment - 1 spare spindle -
1 five minute timer
- 1 Bryant #5Y Serial #K1054
5C air collet closer - 1 spindle only
- 1 set shelves with many misc grinding wheels for ID work
- 1 Burr bench with Crozier speed lathe #22971 - 1 Barret H/S polishing
spindle - Boston slow speed spindle - Craftsman $\frac{1}{2}$ horse power
buffing motor
- 1 Heald ID grinder Model #70 Serial #384
many ID grinding wheels - coolant tank & pump
- 1 Kellogg American compressor 1 horse power motor
- 1 Fritz Werner 2" x 8" external grinder Model # 278
including approx 25 wheels - approx 17 centers - work bench
- 1 B/S $\frac{1}{2}$ horse power vapor collector
- 1 B/S #13 grinder Serial #5980
Coolant pans & pump - ID attachment with power in-feed - live &
dead spindle head stock - 5C collet with closer attachment -
extended bridge spindle attachment - 3 jaw chuck - misc ID quills
1 work bench - 12" x 12" micro-flat
- 1 B/S #13 grinder Serial #525-13-174
Coolant pans & pump - 5C collet attachment - mike & indicator stop -
power in-feed - 12" x 12" micro-flat - 1 work bench
- 1 B/S #13 grinder Serial #525-13-398
Coolant pans & pump - 5C collet attachment - power in-feed - dial
indicator stop - 12" x 12" micro-flat - 1 work bench - 1 set end
wrenches 7/16 to 3/4
- 1 KO Lee tool & cutter grinder Serial #4516 Model #B860-S-52
sensitive work head (powered) - all angle vice - centers -rizer
blocks - 4" x 8" magnetic chuck - all indexing centers - many
misc grinding wheels - 1 work bench
- 1 B/S 2L surface grinder Serial #523-2-1137
Walker electro magnetic chuck & rectifier - B/S coolant tank & pump
1 work bench - 10" x 12" surface plate

COMPLETE GRINDING SERVICE

COMPLETE GRINDING SERVICE

- 1 1/3 horse power 24" fan on 6' stand
- 2 Indi-cals
- 1 Work bench 2' x 12' with 10 to 12 boxes of misc raw plug gage blanks & handles - 3 boxes V belts - 1 lot misc nuts, bolts & screws
- 1 Wheel rack
 - 45 wheels with mounts (used)
 - approx 300 wheels without mounts (used)
 - 27 7 x 1 1/4" wheels (new)
 - 18 7 x 1 1/2" wheels (new)
 - 14 7 x 1 3/4" wheels (new)
 - approx 2 doz misc B/S centers & 2 live centers
- 3 Incomplete sets B/S grinding dogs
- 2 B/S #13 steady rests
- 1 set B/S Riser blocks
- 1 B/S extended spindle ID attachment
- 1 B/S dead center tail stock
- 2 B/S Riser blocks
- 1 swing down indicator stand
- 2 positioning indicators
- 1 Universal angle dresser
- 1 B/S #13 radius dresser
- 2 6 jaw buck chucks
- 2 special expanding collet adapters
- 1 fixture driving hub
- 1 B/S 8" Magnetic chuck
- 2 6" four jaw chucks
- 1 4" three jaw chuck

COMPLETE GRINDING SERVICE

PRECISION

- 1 Face plate with hub 1 Face plate without hub
- 1 Steel shelves with misc. electric & plumbing supplies
- 2 Spindle extentions
- 6 Wheel guards
- 1 Precise spindle kit (less spindle)
- numerous 5C collets
- 1 Dust-kop dust collector
- 2 Special lapping machines
- 1 150W DC rectifier with Neutrol
- 1 Steel shelves with tooling, fixtures, mandrels, lapping compound
burring equipment (except any tooling, fixtures, gages etc. specifically
set aside for Excellon production.)

AGREEMENT FOR PURCHASE OF PHYSICAL ASSETS

This Agreement made this 4th day of March, 1968, by and between John L. Baumann, 11439 Vanowen Street, North Hollywood, California (SELLER), and Fleetwood Engineering, a California corporation, 11439 Vanowen Street, North Hollywood, California (BUYER).

The parties have reached an understanding regarding the sale by Seller and the purchase by Buyer of certain items of physical assets now in the possession of John L. Baumann, located at 11439 Vanowen Street, North Hollywood, California.

The parties therefore agree:

1. Seller hereby sells to Buyer and Buyer hereby purchases from Seller the items of physical assets above referred to, as more particularly described in the inventory attached hereto and by this reference incorporated herein. Buyer agrees to pay to Seller, in the manner hereinafter set forth, the sum of \$32,000.00. A balance now remains unpaid on the Clausing lathe serial number 601371 on a contract with Community Bank, Burbank, California in the sum of \$1139.47.

Seller agrees to pay said unpaid balance on or before the date of delivery of said physical assets to Buyer and to cause all liens existing thereagainst to be released, so that upon such delivery to Buyer, all of said assets will be free and clear of all claims and encumbrances and liens of third parties other than the balance which will remain unpaid from Buyer to Seller under the FINANCING STATEMENT and SECURITY AGREEMENT hereinafter referred to. Buyer

shall pay to Seller at the closing of this purchase cash in the sum of \$8,000.00. The unpaid balance of the purchase price, which unpaid balance, after crediting said cash payment of \$8,000.00 will be \$24,000.00, shall be paid and evidenced by a promissory note which shall be executed by Buyer in favor of Seller and delivered to Seller at the closing of this transaction. The promissory note shall provide for the payment of the face sum thereof in equal monthly installments over a period of three years, commencing on April 1, 1968, said installments to include interest at the rate of 7 per cent per annum. Said note shall provide by its provisions that principal and interest thereon may be prepaid at any time and from time to time without penalty. As security for said promissory note Buyer shall execute and deliver to and in favor of Seller, at the time of the closing of this transaction, a SECURITY AGREEMENT and FINANCING STATEMENT, in full compliance with the California Commercial Code and all sections thereof relating to this transaction, and as security for the prompt and complete compliance of Buyer of the provisions of this Agreement and of said promissory note. The FINANCING STATEMENT and SECURITY AGREEMENT shall cover all of the physical assets being purchased by Buyer hereunder. Said promissory note shall be guaranteed by Milwood W. Cooke, Arthur W. Haines and by Max S. Rittenberg, Jr.

2. The closing of the transaction provided herein shall take place at Suite 818, Union Bank Plaza, 15233 Ventura Boulevard, Sherman Oaks, California 91403, through the office of Clayton B. Thomas, at 3:30 P.M. April 2, ~~11:00 A.M., March~~, 1968, or at such earlier time and date as may be mutually

agreed upon by the parties and conditioned upon all pertinent provisions of this Agreement having been previously discharged by the parties.

3. Buyer took possession of the assets purchased hereunder on March 2, 1968.

4. Buyer shall promptly pay all sales and other taxes imposed by any city, county, state or federal government on this transaction, excepting however any portion of the state or federal income taxes of Seller.

5. Seller hereby represents and warrants to Buyer that Seller has good and marketable title to the assets being sold under this Agreement and that upon the delivery thereof to Buyer, said assets will be free and clear from all liens, mortgages and encumbrances of every kind.

6. Until the entire amount of the agreed consideration of \$32,000.00 has been fully and promptly paid and discharged by Buyer to Seller and all other provisions of this Agreement have been fully and promptly discharged by Buyer, Buyer, at its expense, will procure and maintain insurance on all of the physical assets referred to herein and covered by the FINANCING STATEMENT and SECURITY AGREEMENT.

7. Each party hereto shall bear its own costs and expenses and shall pay its own attorney's fees incident to this transaction.

8. At the closing of this transaction, Seller shall deliver to Buyer a Bill of Sale covering the physical assets being sold hereunder in a form satisfactory to Buyer.

9. Seller shall maintain and keep available for access by and reference by Buyer of Seller's records and prints relating to a mechanical, engineering and production techniques of Seller, the costing of parts and of the manufacturing operations performed by Seller with relation to the physical assets being sold hereunder. This does not include any right of Buyer to information concerning profits or operating statements of Seller. The examinations of said records by Buyer may be made at reasonable times during business hours at the premises of Seller, and shall remain in effect to and including March 1, 1969.

10. All risk of loss to said physical assets being sold hereunder did rest with Seller until the delivery thereof to Buyer, on and after which event and date Buyer became responsible for all risk of loss.

11. Buyer acknowledges that it has been afforded full opportunity to examine the physical assets being sold hereunder and that no representations or warranties whatever with regard thereto are or have been made by Seller except with reference to the title thereto as herein set forth. Said assets shall be maintained by Seller in as good condition as they now exist, up to the delivery of possession thereof to Buyer.

12. Seller and Buyer shall each execute and deliver to the proper parties all such further documents and data as may be necessary for the purpose of giving full and complete effect to this Agreement.

Executed at Los Angeles, California, this 4th day of March, 1968.


JOHN D. BEAMAN

FLEETWOOD ENGINEERING,
a California corporation

By 
4. 

GRINDING SERVICE

- 1 Bryant #5 ID grinder Serial #K8236
coolant tank & pump - 5C collet attachment - 1 spare spindle -
1 five minute timer
- 1 Bryant #5Y Serial #K1054
5C air collet closer - 1 spindle only
- 1 set shelves with many misc grinding wheels for ID work
- 1 Burr bench with Crozier speed lathe #22971 - 1 Barret H/S polishing
spindle - Boston slow speed spindle - Craftsman $\frac{1}{2}$ horse power
buffing motor
- 1 Heald ID grinder Model #70 Serial #334
many ID grinding wheels - coolant tank & pump
- 1 Kellog American compressor 1 horse power motor
- 1 Fritz Werner 2" x 8" external grinder Model # 278
including approx 25 wheels - approx 17 centers - work bench
- 1 B/S $\frac{1}{2}$ horse power vapor collector
- 1 B/S #13 grinder Serial #5960
Coolant pans & pump - ID attachment with power in-feed - live &
dead spindle head stock - 5C collet with closer attachment -
extended bridge spindle attachment - 3 jaw chuck - misc ID quills
1 work bench - 12" x 12" micro-flat
- 1 B/S #13 grinder Serial #525-13-174
Coolant pans & pump - 5C collet attachment - mike & indicator stop -
power in-feed - 12" x 12" micro-flat - 1 work bench
- 1 B/S #13 grinder Serial #525-13-398
Coolant pans & pump - 5C collet attachment - power in-feed - dial
indicator stop - 12" x 12" micro-flat - 1 work bench - 1 set end
wrenches 7/16 to 3/4
- 1 KO Lee tool & cutter grinder Serial #4516 Model #BS60-S-52
sensitive work head (powered) - all angle vice - centers - rizer
blocks - 4" x 8" magnetic chuck - all indexing centers - many
misc grinding wheels - 1 work bench
- 1 B/S 2L surface grinder Serial #523-2-1137
Walker electro magnetic chuck & rectifier - B/S coolant tank & pump
1 work bench - 10" x 12" surface plate

COMPLETE GRINDING SERVICE

EQUIPMENT LIST

- 1 Sunnen Hone Model #MBB-1290D Serial #16307
including many misc Mandrels - stones - and accessories
- 1 Gaffers & Sattler space heater
- 1 Electric water cooler
- 2 Refrigerators
- 1 Time clock
- 1 Radio with extra speaker
- 2 Fire extinguishers
- Approx. 25 fluorescent lights & shades
- 1 Clausing lathe 14" Serial #601371
with bed turret #7229 including coolant tank & pump - 5 jaw chuck -
tail stock - collet closer - steady rest - 4 turret drill chucks -
1 Logan production cross slide
- 1 Rockford 14" lathe
1 hall collet closer - 1 10" 4 jaw chuck - 1 steel bench with vice
& arbor press
- 1 Clausing vertical mill Model #8520 Serial #5842
Vice & drill chuck - collets - measuring standard - Hardinge index
fixture - boring head - several misc cutters
- 1 Buffalo #15 drill press
- 1 used set each No. & fraction twist drills
- 1 set #409 Husky end wrenches
- 1 used tap & die set
- 1 set test centers 18" cap with indicator
- 1 barrel Kerosene & 1 barrel grinding oil with pumps
- 1 Craftsman bench grinder with stand - $\frac{1}{2}$ horse power motor
- 1 Landis 4H grinder Serial #22508
50 live head - indicators & 2 wheel mounts

COMPLETE GRINDING SERVICE

11430

- 2 Covel Comparator Serial #14-575
10 & 25 power lens - centers - V block - indicators - live dial
and standards
- 1 100 to 10,000 lbs Static Hydraulic test beam
- 1 Gits vacuumtester Model A1 Serial #32502 with pump
- 1 Electro-Chem etch set
- 1 12" x 18" Granite service plate
- 1 Hardinge test centers
- 1 12" Test center
- 1 set B & S Mikes 6" to 12"
- 1 Tiplor ID groove set
- 4 Dial bore gage sets from 3/8 to 6"
- 1 Drawer full misc. plug gages
- 1 .250 Air spindle & Rings
- 1 82pc set Weber gage blocks
- 50 to 100 misc carbide Grinding burrs
- 2 Mitutoyo indicating snap Meters
- 2 Comparator stands
- 25 to 30 Deltronic plug gages
- Several misc. dial indicators
- 1 R/C Hardinge testor
- 1 Electro-etch pencil
- 1 High intensity spot light
- 2doz misc snap gages

COMPLETE GRINDING SERVICE

W.C.
C.H.

EXCELLON GRINDING SERVICE

- 1 Face plate with hub 1 Face plate without hub
- 1 Steel shelves with misc. electric & plumbing supplies
- 2 Spindle extentions
- 6 Wheel guards
- 1 Precise spindle kit (less spingle)
- numerous 5C collets
- 1 Dust-kop dust collector
- 2 Special lapping machines
- 1 150W DC rectifier with Neutrol
- 1 Steel shelves with tooling, fixtures, mandrels, lapping compound
burring equipment (except any tooling, fixtures, gages etc. specifically
set aside for Excellon production.)

COMPLETE GRINDING SERVICE

7110
100

GRINDING SERVICE

- 1 1/3 horse power 24" fan on 6' stand
- 2 Indi-cals
- 1 Work bench 2' x 12' with 10 to 12 boxes of misc raw plug gage blanks & handles - 3 boxes V belts - 1 lot misc nuts, bolts & screws
- 1 Wheel rack
 - 45 wheels with mounts (used)
 - approx 300 wheels without mounts (used)
 - 27 7 x 1 1/4" wheels (new)
 - 18 7 x 3/4 1 1/4" wheels (new)
 - 14 7 x 1/2 1 1/4" wheels (new)
 - approx 2 doz misc B/S centers & 2 live centers
- 3 Incomplete sets B/S grinding dogs
- 2 B/S #13 steady rests
- 1 set B/S Riser blocks
- 1 B/S extended spindle ID attachment
- 1 B/S dead center tail stock
- 2 B/S Riser blocks
- 1 swing down indicator stand
- 2 positioning indicators
- 1 Universal angle dresser
- 1 B/S #13 radius dresser
- 2 6 jaw buck chucks
- 2 special expanding collet adapters
- 1 fixture driving hub
- 1 B/S 8" Magnetic chuck
- 2 6" four jaw chucks
- 1 4" three jaw chuck

COMPLETE GRINDING SERVICE

1100

SECURITY AGREEMENT

1. Fleetwood Engineering, a California corporation, 11439 Vanowen Street, North Hollywood, California, called DEBTOR, grants to JOHN L. BAUMANN, 11439 Vanowen Street, North Hollywood, California, called SECURED PARTY, a present security interest in collateral described in paragraph 2 to secure the performance or payment of Debtor's obligations under paragraph 3.

2. Collateral for this Security Agreement is all of the equipment, parts, tools, and supplies described on Schedule A attached hereto and by reference incorporated herein.

3. Debtor undertakes the following obligations:

A. Debtor shall pay to Secured Party the sum evidenced by the promissory note executed in connection with this Agreement, a copy of which is attached hereto, marked Exhibit "B" and by this reference incorporated herein.

B. Debtor shall pay, immediately and without notice, the entire unpaid indebtedness of Debtor to Secured Party, whenever or however created or incurred, in the event that Debtor shall default under paragraph 4.

C. Collateral (i) will not be misused, abused, wasted, or allowed to deteriorate, except for ordinary wear and tear of its intended primary use; (ii) may be examined and inspected by Secured Party at any reasonable time and wherever located; (iii) will be insured until this Security Agreement is terminated against all ordinary risks to which it is exposed and those that Secured Party may reasonably designate, with the policies acceptable to Secured

Party and payable to both Secured Party and Debtor, as their interests appear, and providing for 10 days' minimum cancellation notice to Secured Party, and with duplicate policies deposited with Secured Party; Secured Party may not designate risks to be so insured unless Secured Party previously carried such insurance; and (iv) will be kept at 11447 Vanowen Street, North Hollywood, California (or at any place in California to which Debtor may relocate the operation of its business, of which Debtor will promptly give Secured Party written notice), and it may be removed to other locations within California, of which Debtor will promptly give Secured Party written notice, for temporary periods in its normal and customary use; it shall not be removed for any purpose whatsoever to a location outside California unless Debtor gives Secured Party written notice and Secured Party gives written consent in advance of the contemplated removal; none of collateral is affixed, nor will Debtor affix collateral to real property, unless so indicated by a check here No or unless Secured Party consents in writing prior to it, if collateral is, is intended to be, or becomes affixed to real property, Debtor agrees that it shall not become fixtures of the real estate, and Debtor agrees to furnish Secured Party with a written waiver by the record owner of the real property of all interest in collateral and a written subordination by any person who has a lien or interest in the real property that is or may be superior to this Security interest.

D. Collateral will not be sold, transferred, or otherwise disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third person created or suffered by Debtor voluntarily or involuntarily, unless Secured Party gives written consent in advance to the charge, transfer, disposition, or subsequent interest. Secured Party agrees not to unreasonably withhold such consent. Provided, however, that Debtor may "trade in" an item or items of collateral encumbered hereby in connection with the purchase of a new item or items of machinery or equipment which are intended to be in replacement of the item or items so "traded in" and to perform the same or substantially the same function as the item or items of machinery or equipment which were so "traded in". Provided, further, however, that the equity interest of Debtor in and to the new item or items of machinery or equipment to be acquired in replacement of the item or items of machinery or equipment "traded in" shall be at least equal to the fair market value of said item or items of machinery or equipment so "traded in". Debtor may also "trade in" any of the items being purchased by Debtor hereunder, on any used item or items, performing the same or similar functions as those "traded in", and under the same conditions as are referred to herein with reference to "trading in" on any new item or items, but such "trading in" on used equipment may be done by Debtor only with the written consent of Secured Party, who agrees not to unreasonably withhold such consent. This Security Agreement and any financing statement executed in relation hereto shall cover the equity interest of Debtor in and to any machinery or equipment acquired by reason of the "trading in" of an item or items of machinery or equipment previously covered hereby.

E. Upon Secured Party's reasonable request, Debtor will sign and execute alone or with Secured Party a financing statement or other document reasonable and regular in form, or procure any document necessary to protect the security interest of Secured Party under this Security Agreement against the rights or interests of third persons.

F. Debtor will reimburse Secured Party for any loss, cost, or expense (including, but not limited to, reasonable attorney's fees and legal expenses) incurred by Secured Party in connection with his exercise of any right or remedy pursuant to the terms of paragraph 6 of this Security Agreement.

4. Debtor shall be in default under this Security Agreement (i) if there is any misstatement or false statement in connection with this Agreement, or noncompliance with or nonperformance of any of Debtor's obligations, agreements, or affirmations under or emanating from this Agreement, (ii) on dissolution, termination of existence, insolvency, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by Debtor, or (iii) on the happening of any event that accelerates the maturity of Debtor's indebtedness to Secured Party, to others under any agreement or undertaking, or (iv) when any guarantor for Debtor's defaults in any obligation or liability to Secured Party.

5. Irrespective of default, Secured Party may delay or omit to exercise any right or remedy under this Agreement without waiving any right or remedy, unless he gives Debtor a signed waiver in express terms.

6. On Debtor's default, Secured Party may exercise any or all of its rights and remedies under the California Commercial Code. In addition, Secured Party may (i) require Debtor to assemble the collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties,

and (ii) enter on Debtor's premises to take possession of, assemble, and collect the collateral. All rights and remedies of Secured Party shall be cumulative and may be exercised successively or concurrently and without impairing Secured Party's security interest in the collateral.

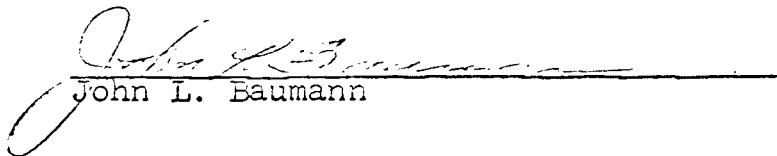
7. Debtor shall have all of the rights and remedies before or after default under the California Commercial Code, except to the extent that the provisions of this Agreement may, under the Code, control.

8. Debtor agrees and affirms that (i) all information supplied and statements made in any financial or credit statement deposited by Debtor with Secured Party at any time are or shall be true, correct, complete, valid, and genuine; (ii) except as may be indicated in this Agreement, there is no financing statement covering collateral on file in any public office other than the security interest granted in this Agreement, and there is no adverse lien, security interest, or encumbrance on collateral made or created by Debtor; (iii) the addresses of Debtor's business is that appearing beside its signature; and (iv) if Debtor is also the buyer of collateral, there are no express warranties unless they appear in writing signed by the Seller, and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of collateral.

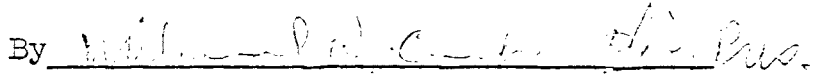
9. Debtor further agrees that California law shall govern the construction of and the interests, rights, and duties of the parties to this Agreement and that if any of the provisions of this Agreement shall contravene or be

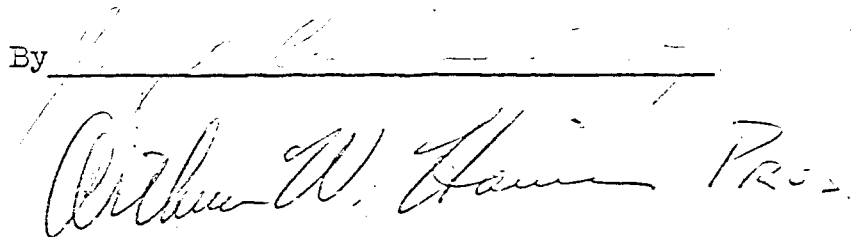
held invalid under the laws of any jurisdiction, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

DATED: March 4th, 1968.


John L. Baumann

FLEETWOOD ENGINEERING,
a California corporation

By  Bus.

By  Hamer Pres.

W.C.

FLEETWOOD ENGINEERING CO.
(In Process of Incorporation)

11447 Vanowen Boulevard
North Hollywood, California 91605

January 22, 1968

J. L. Baumann, Inc., dba
Allied Grinding Co.
11439 Vanowen Boulevard
North Hollywood, California 91605

Attention: Mr. J. L. Baumann

Gentlemen:

The undersigned, acting for and on behalf of Fleetwood Engineering Co., a corporation to be formed in accordance with the laws of the State of California, ("Buyer") hereby offers to purchase from J. L. Baumann, Inc. ("Seller") the following described property:

- A. That certain machinery, tooling, equipment, and small tools owned by Seller located at 11439 Vanowen Boulevard, an inventory of which is attached hereto, marked EXHIBIT A, and by this reference thereto incorporated herein. It is understood and agreed that said personal property does not include the No. 13 Brown & Sharpe tool and cutter grinder owned by Seller;
- B. That certain inventory and "overruns" of Seller, as more particularly detailed and described in EXHIBIT B attached hereto and by this reference thereto incorporated herein;

(hereinafter collectively called "personal property").

The purchase of said personal property from Seller shall be made as follows:

1. Purchase Price: The total purchase price to be paid by Buyer shall be \$32,000.00. Said sum shall be paid in the following manner:

- (a) Ten percent (10%) of the total purchase price in cash upon the effective date of the purchase.
- (b) The balance of the total purchase price shall be paid by Buyer in equal monthly installments over a period of five (5) years, commencing on April 1, 1968, said installments to include interest at the rate of five percent (5%) per annum. Said balance of the total purchase price shall be evidenced by Buyer's promissory note in favor of Seller to be delivered to Seller upon the effective date of the purchase of said personal property.
2. Effective Date: The effective date of the purchase of the personal property shall be March 1, 1968. On said date Seller shall deliver to Buyer Seller's good and sufficient Bill of Sale covering the personal property, and Buyer shall deliver to Seller the portion of the total purchase price to be paid in cash and Buyer's promissory note as required hereby.
3. Vacation of Premises: Seller now occupies the premises to which this offer is addressed under lease from Fleetwood Machine Products, Inc., the owner thereof. Seller agrees that it will vacate said premises within a reasonable period of time subsequent to the effective date of the purchase herein set forth. Seller may remain in possession of said premises and may use the personal property to be purchased by Buyer hereunder for a reasonable period of time, not to exceed thirty (30) days, for the purpose of completing work now in process by Seller. Seller may retain its No. 13 Brown & Sharpe tool and cutter grinder upon said premises until the new premises now being prepared for Seller are available for the moving of said grinder. However, in the event that such continued use and possession is retained by Seller for a period in excess of sixty (60) days, then Seller shall pay to Fleetwood Machine Products, Inc. a reasonable rental for the portion of the premises continued to be occupied by Seller. In no event may Seller's continued use and occupancy of said premises or any portion thereof extend beyond _____.
4. Debts and Liabilities: It is understood and agreed that Buyer is not purchasing any property or assets of Seller

than those specifically set forth herein. Buyer shall not be responsible for any accounts payable, debts, or liabilities of Seller. Seller represents and warrants to Buyer that the personal property to be purchased in accordance with the provisions of this agreement are free and clear from all liens and encumbrances. Seller shall hold Buyer free and harmless from and indemnified against any duties, liabilities, debts, or obligations of Seller.

5. Taxes: Buyer shall be responsible for and shall be obligated to pay any personal property taxes relating to the personal property which shall arise or be levied or assessed against said personal property after March 1, 1968. Seller shall be responsible for and shall pay any sales, purchase or use taxes under the laws of the State of California or of any county, city or subdivision thereof, which may be payable by reason of the sale of all or any portion of the personal property.
6. Records: Seller agrees to leave upon the premises now occupied by Seller the files and records and engineering prints owned and held by Seller relating to the mechanical, engineering, production techniques, costing of parts, and manufacturing operations performed by Seller for customers of Seller. Seller may itself examine said records at the premises of Buyer at any reasonable time.
7. Overrun Inventory: Seller agrees to leave upon the premises that certain overrun inventory described in EXHIBIT B. Buyer agrees to use its best efforts to sell and dispose of such overrun inventory from time to time at the best price then obtainable. All net proceeds from the sale of such overrun inventory shall be divided equally between Seller and Buyer. Buyer agrees to render an accounting to Seller from time to time indicating the amounts received and the remaining balances of such overrun inventory then remaining.
8. Risk of Loss: All risk of loss to the personal property shall be upon Seller until the effective date of this agreement on March 1, 1968, and all such risk of loss shall be upon Buyer subsequent to March 1, 1968.
9. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent first

class mail, postage prepaid, to the respective addresses of Seller and Buyer set forth herein.

10. Examination and Warranties: Buyer acknowledges that it has been afforded full opportunity to examine the personal property to be purchased by it hereunder, and no representations or warranties whatever with respect thereto are made by Seller, except that title thereto is held free and clear from all liens and encumbrances of any nature, kind or extent. However, such personal property shall be maintained by Seller in at least as good a condition as now existing up to the effective date hereof.
11. Insurance: Buyer shall be obligated to obtain such insurance as Buyer may desire subsequent to March 1, 1968, covering all or any portion of the personal property covered hereby. No insurance of Seller is covered hereby.
12. Additional Documents: Buyer and Seller agree to execute such additional documents as may be reasonably required for the purpose of effecting the purposes and intent set forth herein.

If the provisions of this agreement are satisfactory, and if you are in agreement herewith, would you please so indicate by signing and returning two copies of this letter form of agreement enclosed herewith. It is understood and agreed that the undersigned is acting for and on behalf of a California corporation to be formed. The rights, duties, obligations and benefits of this agreement may be assigned to such corporation after its formation.

Very truly yours,

Milwood W. Cooke

READ, APPROVED AND ACCEPTED
this _____ day of January,
1968.

J. L. BAUMANN, INC., dba
ALLIED GRINDING CO.

By _____
J. L. Baumann

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

February 29, 1968

Honorable Frank M. Jordan
Secretary of State
Sacramento, California 95814

Re: FLEETWOOD ENGINEERING

Dear Sir:

Enclosed herewith find the original and 3 executed and acknowledged copies of the Articles of Incorporation of Fleetwood Engineering. The name of "Fleetwood Engineering" was listed as available in your letter dated 22 January 1968 addressed to this office.

Please file the original of said Articles, certify, and return to this office the 3 copies thereof enclosed.

Also enclosed herewith find our check in the amount of \$61.00 drawn to the order of the Secretary of State in payment of your filing fee, recording fee, and the fee for certifying and returning the 3 copies of said Articles enclosed herewith, together with our check in the amount of \$100.00 drawn to the order of the Franchise Tax Board in payment of the minimum advance franchise tax for Fleetwood Engineering.

Also enclosed herewith find our self-addressed stamped return envelope with the request that the original Articles of Incorporation be returned upon completion of filing, recording and reproducing of same. The return address indicated on said envelope is slightly different from our present address as we will be moving our offices prior to the time that said Articles are returned.

Very truly yours,

MCDANIEL & MCDANIEL

Marshall L. McDaniel

MLM:eh
Encls.

LAW OFFICES
MCDANIEL & MCDANIEL

SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

February 26, 1968

Fleetwood Engineering
11447 Vanowen Street
North Hollywood, Calif. 91605

Attention: Messrs. Milwood W. Cooke and
Arthur W. Haines

Re: Fleetwood Engineering
INCORPORATION MATTER

Gentlemen:

Enclosed herewith find the original and three
copies of the Articles of Incorporation for
Fleetwood Engineering.

If these Articles of Incorporation are satis-
factory, please obtain the execution thereof
on the original and all copies by Messrs.
Cooke, Haines and Rittenberg, and return all
of said Articles to this office at your earli-
est opportunity.

If you have any questions with regard to these
Articles, would you please contact the under-
signed.

Very truly yours,

Marshall L. McDaniel
Marshall L. McDaniel

MLM:eh
Encls.

Via: SPECIAL DELIVERY

Ret. Spec. Del
Mar 7/8

[Handwritten initials]

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
DONALD C. MCDANIEL
LEON L. GORDON

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 700 WILSHIRE SQUARE
3345 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005

AREA CODE 213
TELEPHONE 381-2177

May 23, 1968

Fleetwood Engineering
11447 Vanowen St.
North Hollywood, Calif. 91605

Attention: Messrs. Arthur W. Haines and
Milwood W. Cooke

Re: SHARE CERTIFICATES

Gentlemen:

Enclosed herewith I am forwarding Share Certificates of Fleetwood Engineering issued to the following persons in the following amounts:

<u>Certif- icate Number</u>	<u>Issuee</u>	<u>Number of Shares</u>	<u>Date of Certificate</u>
1	Arthur W. Haines	500	3/29/68
2	Milwood W. Cooke	500	3/29/68
3	Max S. Rittenberg, Jr.	500	3/29/68

These Share Certificates have had the "Legend Condition" imprinted thereon, as required by the Commissioner of Corporations of the State of California. These respective Share Certificates should be delivered to the shareholders and should be retained by the shareholders in a safe place.

If there are any questions with regard to this matter, or if we may be of any further service, would you please advise the undersigned.

Very truly yours,

MCDANIEL & MCDANIEL

[Handwritten signature: Marshall]
Marshall L. McDaniel

[Handwritten note: all three distributed]

MLM:eh
Encls.

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 700 WILSHIRE SQUARE
3345 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005

AREA CODE 213
TELEPHONE 381-2177

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
DONALD C. MCDANIEL
EDON L. GORDON

April 19, 1968

Fleetwood Engineering
11447 Vanowen Street
North Hollywood, Calif. 91605

Attention: Mr. Arthur W. Haines

Re: CORPORATION BANK ACCOUNT - UNION BANK

Gentlemen:


Enclosed herewith we are forwarding 2 Union Bank signature cards for the bank account of Fleetwood Engineering, together with the "Check File Specimen Signature" card. The Union Bank advises us that they have not yet received the original signature card for your new account.

For your convenience in checking the manner in which these signature cards are to be signed, we enclose herewith a xeroxed copy of the bank signature card supplied to the undersigned by Mr. Arthur W. Haines.

Please obtain the signatures where required of Arthur W. Haines, Milwood W. Cooke, and Max S. Rittenberg, Jr. Thereafter, Jerry Conrow's signature should be obtained to the back of the signature card at the place indicated for the signature of the Secretary. The corporate seal should be affixed and the original of the bank signature card together with the "Check File Specimen Signature" card should be forwarded to the bank. We do not require a copy of this new bank signature card as we have the original copy supplied by Mr. Arthur W. Haines.

Also enclosed herewith find the Minutes of the Meeting of the Board of Directors authorizing the opening of this bank account. Please have Mr. Arthur W. Haines and Mr. Max S. Rittenberg, Jr. sign these Minutes at the places indicated for the President and Treasurer and thereafter return the Minutes to this office for insertion into the Corporate Minute Book.

Very truly yours,


Marshall L. McDaniel

MLM:eh
Encls.

file

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
DONALD C. MCDANIEL
LEON L. GORDON

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 700 WILSHIRE SQUARE
3345 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005

AREA CODE 213
TELEPHONE 381-2177

28 March 1968

Fleetwood Engineering
11147 Vanowen Street
North Hollywood, California 91605

Gentlemen:

Enclosed herewith find a Xerox copy of the Permit issued by the Commissioner of Corporations in favor of Fleetwood Engineering, dated March 27, 1968.

In accordance with said Permit and the application made therefor, Mr. Milwood Cooke, Mr. Art Haines, and Mr. Max S. Rittenberg, Jr. should each draw their checks in the amount of \$5000 payable to Fleetwood Engineering, and said sum should be deposited in the bank account to be opened for Fleetwood Engineering. Please advise me as soon as this has been accomplished so that we may prepare the share certificates to be issued to each of said three shareholders.

We will be in a position to deliver the corporate minute book and share certificates to Fleetwood Engineering as soon as the issuance of shares has been accomplished. We also have and we will deliver at that time a corporate seal for Fleetwood Engineering.

We are attempting to schedule a specific time for the closing of the Baumann purchase, and we anticipate telephoning this afternoon to confirm the time, date and place of this closing.

Very truly yours,

Marshall L. McDaniel
Marshall L. McDaniel

mlm/bld

Enclosure

cc Mr. Jerry Conrow

LAW OFFICES

THOMAS AND RILES

CLAYTON B. THOMAS
PAUL L. RILES

UNION BANK PLAZA, SUITE 818
15233 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91403
872-2212 AND 783-8880

June 18, 1968

Marshall L. McDaniel
Attorney at Law
Suite 310 Texaco Building
3350 Wilshire Boulevard
Los Angeles, California 90005

RE: Baumann - Fleetwood Engineering

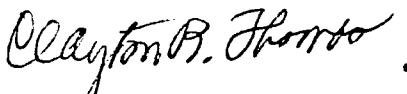
Dear Mr. McDaniel:

Mr. Baumann has asked that he be promptly reimbursed for the sales taxes mentioned in my letter to you dated June 3, 1968.

Kindly let me know when we may receive payment on this obligation.

Very truly yours,

THOMAS AND RILES

By 
Clayton B. Thomas

CBT/ser

cc: Mr. John L. Baumann
Mr. Henry Denhammer

McWood Coore

\$24,000.00

Los Angeles, California

April 2, 1968

Twentieth

Other
24,000th

In installments as herein stated, for value received, we promise to pay to JOHN L. BAUMANN, or order, at Los Angeles, California, the sum of ~~Twenty-Four~~ Fifty-Four Thousand Dollars (~~24,000.00~~ 54,000.00) with interest from date hereof on unpaid principal at the rate of seven per cent (7%) per annum; principal and interest payable in installments of Three Hundred Dollars (\$300.00) or more on the 10th day of each month commencing on April 10, 1968 and continuing on the 10th day of each succeeding month through December, 1968; commencing on January 10, 1969, and on the 10th day of each succeeding month, principal and interest shall be payable at the rate of Eight Hundred Dollars (\$800.00) per month until said principal and interest shall have been paid in full.

Subsequent to January 1, 1969, the undersigned reserve the right and privilege, without penalty, to prepay upon this note principal or interest, or both, partially or in full, at any time and from time to time.

Should the interest not be so paid, it shall thereafter bear like interest as the principal but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in the payment of any installment of principal (or interest) when due, then the whole sum of principal (and interest) shall become immediately due and payable at the option of the holder of this note. Principal (and interest) payable in lawful money of the United States. If legal action is instituted on this note we promise to pay such sum as the Court may fix as reasonable attorney's fees.

FLEETWOOD ENGINEERING

By

Milwood W. Cooke
Milwood W. Cooke

Arthur W. Haines
Arthur W. Haines

Max S. Rittenberg, Jr.
Max S. Rittenberg, Jr.



Carl's Machinery Co., Inc.

WE BUY, SELL or TRADE ALL TYPES OF MACHINE TOOLS and PRODUCTION EQUIPMENT

Phone LUdlow 2-7162
2529 E. Slauson Avenue
Huntington Park, Calif.

August 23, 1967

Fleetwood Machine Products
11447 Vanowen St.,
North Hollywood, California

Attn: Messrs: Cooke and Hanes

Gentlemen:

Per your request I made an appraisal of the equipment at Allied Precision Products 11439 Van Owen St., North Hollywood, Calif. The appraisal is attached.

Per our conversation, I avoided incurring additional expenses for you by limiting my itemization to the larger pieces of equipment while lumping the smaller items.

I have arrived at my figures by utilizing present market conditions, local demand in the main.

Since, in the case of taking the shop over as an existing shop (not as a going business) and because it is your own building and you should not suffer the loss usual to a tenant's upon moving and leaving certain key improvements and the like... I would add an amount to the figure of in excess of \$1,000 that I have not already included in my appraisal. This would cover Existing wiring, lights, switch and panel boxes as well as a large time factor.

Thank you for the opportunity to have been of service to you.

GS:gs

Respectfully Yours,

Gilbert Strange
Gilbert Strange, V.P.

INVOICE.... Appraisal Fee \$300. Total

- 1) liquidation approach
- 2) Special approach -in place
(not as a going business)

FLEETWOOD ENGINEERING CO.
(In Process of Incorporation)

11447 Vanowen Boulevard
North Hollywood, California 91605

January 22, 1968

J. L. Baumann, Inc., dba
Allied Grinding Co.
11439 Vanowen Boulevard
North Hollywood, California 91605

Attention: Mr. J. L. Baumann

Gentlemen:

The undersigned, acting for and on behalf of Fleetwood Engineering Co., a corporation to be formed in accordance with the laws of the State of California, ("Buyer") hereby offers to purchase from J. L. Baumann, Inc. ("Seller") the following described property:

- A. That certain machinery, tooling, equipment, and small tools owned by Seller located at 11439 Vanowen Boulevard, an inventory of which is attached hereto, marked EXHIBIT A, and by this reference thereto incorporated herein. It is understood and agreed that said personal property does not include the No. 13 Brown & Sharpe tool and cutter grinder owned by Seller;
- B. That certain inventory and "overruns" of Seller, as more particularly detailed and described in EXHIBIT B attached hereto and by this reference thereto incorporated herein;

(hereinafter collectively called "personal property").

The purchase of said personal property from Seller shall be made as follows:

1. Purchase Price: The total purchase price to be paid by Buyer shall be \$32,000.00. Said sum shall be paid in the following manner:

- (a) Ten percent (10%) of the total purchase price in cash upon the effective date of the purchase.
 - (b) The balance of the total purchase price shall be paid by Buyer in equal monthly installments over a period of five (5) years, commencing on April 1, 1968, said installments to include interest at the rate of five percent (5%) per annum. Said balance of the total purchase price shall be evidenced by Buyer's promissory note in favor of Seller to be delivered to Seller upon the effective date of the purchase of said personal property.
2. Effective Date: The effective date of the purchase of the personal property shall be March 1, 1968. On said date Seller shall deliver to Buyer Seller's good and sufficient Bill of Sale covering the personal property, and Buyer shall deliver to Seller the portion of the total purchase price to be paid in cash and Buyer's promissory note as required hereby.
 3. Vacation of Premises: Seller now occupies the premises to which this offer is addressed under lease from Fleetwood Machine Products, Inc., the owner thereof. Seller agrees that it will vacate said premises within a reasonable period of time subsequent to the effective date of the purchase herein set forth. Seller may remain in possession of said premises and may use the personal property to be purchased by Buyer hereunder for a reasonable period of time, not to exceed thirty (30) days, for the purpose of completing work now in process by Seller. Seller may retain its No. 13 Brown & Sharpe tool and cutter grinder upon said premises until the new premises now being prepared for Seller are available for the moving of said grinder. However, in the event that such continued use and possession is retained by Seller for a period in excess of sixty (60) days, then Seller shall pay to Fleetwood Machine Products, Inc. a reasonable rental for the portion of the premises continued to be occupied by Seller. In no event may Seller's continued use and occupancy of said premises or any portion thereof extend beyond _____.
 4. Debts and Liabilities: It is understood and agreed that Buyer is not purchasing any property or assets of Seller

than those specifically set forth herein. Buyer shall not be responsible for any accounts payable, debts, or liabilities of Seller. Seller represents and warrants to Buyer that the personal property to be purchased in accordance with the provisions of this agreement are free and clear from all liens and encumbrances. Seller shall hold Buyer free and harmless from and indemnified against any duties, liabilities, debts, or obligations of Seller.

5. Taxes: Buyer shall be responsible for and shall be obligated to pay any personal property taxes relating to the personal property which shall arise or be levied or assessed against said personal property after March 1, 1968. Seller shall be responsible for and shall pay any sales, purchase or use taxes under the laws of the State of California or of any county, city or subdivision thereof, which may be payable by reason of the sale of all or any portion of the personal property.
6. Records: Seller agrees to leave upon the premises now occupied by Seller the files and records and engineering prints owned and held by Seller relating to the mechanical, engineering, production techniques, costing of parts, and manufacturing operations performed by Seller for customers of Seller. Seller may itself examine said records at the premises of Buyer at any reasonable time.
7. Overrun Inventory: Seller agrees to leave upon the premises that certain overrun inventory described in EXHIBIT B. Buyer agrees to use its best efforts to sell and dispose of such overrun inventory from time to time at the best price then obtainable. All net proceeds from the sale of such overrun inventory shall be divided equally between Seller and Buyer. Buyer agrees to render an accounting to Seller from time to time indicating the amounts received and the remaining balances of such overrun inventory then remaining.
8. Risk of Loss: All risk of loss to the personal property shall be upon Seller until the effective date of this agreement on March 1, 1968, and all such risk of loss shall be upon Buyer subsequent to March 1, 1968.
9. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent first

class mail, postage prepaid, to the respective addresses of Seller and Buyer set forth herein.

10. Examination and Warranties: Buyer acknowledges that it has been afforded full opportunity to examine the personal property to be purchased by it hereunder, and no representations or warranties whatever with respect thereto are made by Seller, except that title thereto is held free and clear from all liens and encumbrances of any nature, kind or extent. However, such personal property shall be maintained by Seller in at least as good a condition as now existing up to the effective date hereof.
11. Insurance: Buyer shall be obligated to obtain such insurance as Buyer may desire subsequent to March 1, 1968, covering all or any portion of the personal property covered hereby. No insurance of Seller is covered hereby.
12. Additional Documents: Buyer and Seller agree to execute such additional documents as may be reasonably required for the purpose of effecting the purposes and intent set forth herein.

If the provisions of this agreement are satisfactory, and if you are in agreement herewith, would you please so indicate by signing and returning two copies of this letter form of agreement enclosed herewith. It is understood and agreed that the undersigned is acting for and on behalf of a California corporation to be formed. The rights, duties, obligations and benefits of this agreement may be assigned to such corporation after its formation.

Very truly yours,

Milwood W. Cooke

READ, APPROVED AND ACCEPTED
this _____ day of January,
1968.

J. L. BAUMANN, INC., dba
ALLIED GRINDING CO.

By _____
J. L. Baumann

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

March 20, 1968

Fleetwood Engineering
11439 Vanowen Street
North Hollywood, Calif. 91605

Re: Purchase by JOHN L. BAUMANN

Gentlemen:

In accordance with the procedures established under the Uniform Commercial Code of the State of California, we requested from the Secretary of State any financing statements relating to John L. Baumann.

Enclosed herewith we are forwarding xeroxed copies of the answer received from the Secretary of State indicating that John L. Baumann has no current financing constituting an encumbrance against the assets being purchased by Fleetwood Engineering.

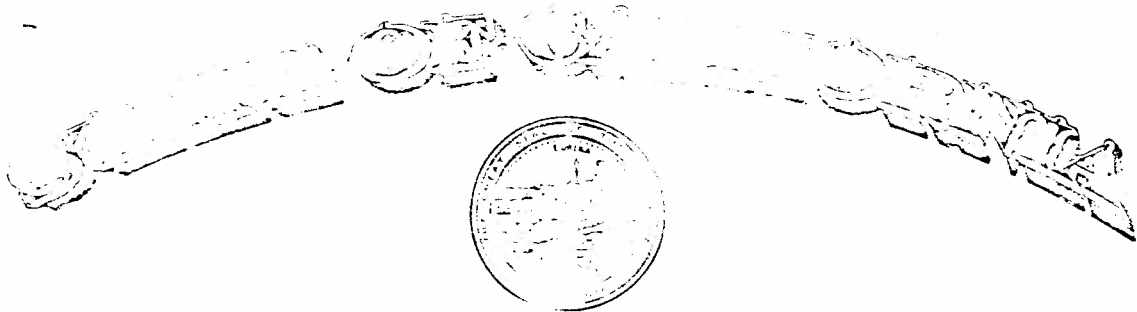
Very truly yours,

MCDANIEL & MCDANIEL

Marshall L. McDaniel
Marshall L. McDaniel

MLM:eh
Encl.

97040



DEPARTMENT OF STATE
FRANK M. JORDAN, SECRETARY OF STATE
SACRAMENTO

CERTIFICATE REQUESTED ON 04 MAR 68
FRANK M. JORDAN, L
1139 VANDERBILT ST NORTH HOLLYWOOD CALIF 91605

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THERE ARE NO
RECORDS ON FILE REFLECTING THE ABOVE DESIGNER TOGETHER WITH THE
ADDRESS AS SHOWN, AS OF 28 FEB 1968 AT 1700 HOURS.

Frank M. Jordan
FRANK M. JORDAN
SECRETARY OF STATE

CERTIFICATE 805278-68000

PAGE 1 OF 1

ALONG DOTTED LINE

FOR INFORMATION
NOT TO YOUR
THE STATUS-
RETURN THIS
IFICATE WITH
ACCORDANCE DIVISION
SECRETARY OF STATE
7. CALIFORNIA 95806

CERTIFICATE FEE 00
TOTAL FEE
AMOUNT PAID
BALANCE DUE

REMITTANCES PAYABLE

FRANK M. JORDAN
SECRETARY OF STATE
CERTIFICATE 805278-68000

ANIEL
CALIF 90005



DEPARTMENT OF STATE
FRANK M. JORDAN, SECRETARY OF STATE
SACRAMENTO

CERTIFICATE REQUESTED ON
R805278

04 MAR 68

BAUMANN JOHN L
11439 VANOWEN ST NORTH HOLLYWOOD CALIF 91605

THE SEARCH FOR INFORMATION UNDER THE ABOVE NAME AND ADDRESS ALSO
REVEALED THE FOLLOWING FILINGS FOR DEBTORS WITH THE SAME OR SIMILAR
NAMES: THIS ADDITIONAL INFORMATION IS NOT A PART OF THE ATTACHED
CERTIFICATE AND DOES NOT NECESSARILY REPRESENT A COMPLETE LISTING OF
DEBTOR NAMES WHICH MAY BE CONSIDERED SIMILAR TO THE NAME UNDER WHICH
THE SEARCH WAS MADE.

IF COPIES OF THE FILINGS ARE DESIRED, YOUR REQUEST MUST SHOW THE
INFORMATION EXACTLY AS PRINTED BELOW. THE MINIMUM FEE OF ONE DOLLAR
PER COPY SHOULD ACCOMPANY THE REQUEST.

FILE NO

65-055055	BAUMANN JACK H	100 MARINA DR RIO VISTA, CALIF.	94571
65-055055	BAUMANN JOHN H	120 MARINA DRIVE RIO VISTA, CALIF.	94571
65-055055	BAUMANN J H	120 MARINA RIO VISTA, CALIF.	94571
66-029105	BAUMANN JACK H	100 MARINA DR RIO VISTA, CALIF.	94571
67-019790	BAUMANN JOHANN	630 NEVADA CITY HWY GRASS VALLEY, CALIF	95945

BEFORE THE
DEPARTMENT OF INVESTMENT
DIVISION OF CORPORATIONS
OF THE
STATE OF CALIFORNIA

In the matter of the application of

FLEETWOOD ENGINEERING

for a permit authorizing the sale and issuance of securities.

PERMIT

FILE No. 231468LA

RECEIPT No. 412370

**This Permit Does Not Constitute a Recommendation
or Endorsement of the Securities Permitted
To Be Issued, But Is Permissive Only**

FLEETWOOD ENGINEERING,

a California corporation, is hereby authorized to sell and issue an aggregate of not to exceed 1,500 of its shares to the persons named in its application filed on March 22, 1968 for the considerations, uses and purposes, and in the form and manner set forth in said application.

This permit is issued upon the following conditions:

(a) That all certificates evidencing any of the securities authorized by this permit shall at all times bear upon their face and reverse sides a legend, clearly and prominently stamped thereon and in capital letters of not less than ten-point type, reading as follows:

"IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, NAMING BOTH TRANSFEROR AND TRANSFEREE, EXCEPT THAT TRANSFERS MAY BE EFFECTED WITHOUT SUCH CONSENT TO THE TRANSFEROR'S PARENTS, CHILDREN, GRANDCHILDREN, SPOUSE, AND CUSTODIANS OR TRUSTEES FOR THEIR ACCOUNT, OR TO HOLDERS OF SECURITIES OF THE SAME CLASS OF THE ISSUER OF THIS SECURITY, ON CONDITION THAT ANY CERTIFICATE EVIDENCING THIS SECURITY ISSUED TO SUCH TRANSFEREE, SHALL CONTAIN THIS LEGEND CONDITION."

That the owner or persons entitled to said securities shall not consummate a sale, transfer (whether or not for value), pledge or hypothecation of such security, or any interest therein, or receive any consideration therefor, without prior written consent of the Commissioner of Corporations; except that transfers may be effected without such consent to the transferor's parents, children, grandchildren, spouse, and custodians or trustees for their account, or to holders of securities of the same class of the issuer, on condition that any certificate evidencing this security issued to such transferee, shall contain this legend condition.

(b) That unless revoked or suspended, or renewed upon application filed on or before the date of expiration specified in this condition, all authority to sell securities under this permit shall terminate and expire on September 26, 1968. All other paragraphs and/or conditions of this permit shall remain in full force and effect until revoked, suspended, or amended by order of the Commissioner.

Dated: Los Angeles, California

MARCH 27 1968

ROBERT H. VOLK
Commissioner of Corporations

By Marshall M. Walter
MARSHALL M. WALTER
Senior Corporations Counsel

MM:hjb

CORP 443 REV. 11-67

16894-200 12-67 15M D C&P

974081

FLEETWOOD MACHINE PRODUCTS, INC.

11447 Vanowen Boulevard
North Hollywood, California 91605

29 January 1968

J. L. Baumann, Inc., dba
Allied Grinding Co.
11439 Vanowen Boulevard
North Hollywood, California 91605

Attention: Mr. J. L. Baumann

Re: NOTICE TO QUIT

Gentlemen:

You are hereby notified that at midnight on 29 February 1968 your tenancy for the premises of which you hold possession, said premises being located at 11439 Vanowen Boulevard, North Hollywood, California, shall terminate and end, and you are requested and required to deliver possession thereof to the undersigned, or its agent, not later than 1 March 1968.

Very truly yours,

FLEETWOOD MACHINE PRODUCTS, INC.

By _____

LAW OFFICES
MCDANIEL & MCDANIEL

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

24 January 1968

Mr. Milwood W. Cooke
Fleetwood Machine Products, Inc.
11447 Vanowen Boulevard
North Hollywood, California 91605

Re: New Corporation

Dear Milwood:


Please be advised that the Secretary of State of California has advised me that all of the following names are available for corporate use and reservation should you so desire:

FLEETWOOD ENGINEERING CO.
FLEETWOOD GRINDING CO.
FLEETWOOD ENGINEERING & GRINDING CO.
FLEETWOOD GRINDING & ENGINEERING CO.

Inasmuch as you are contemplating the giving of a notice to J. L. Baumann, Inc., dba Allied Grinding Co., to vacate the premises now occupied by it, we have prepared and we forward herewith a copy of the form of notice which can be given for such purpose. This notice complies with the requirements of Section 1946 of the Civil Code of the State of California. If the Notice to Quit is to be given, then we would recommend that such notice be delivered to the tenant not later than Monday, January 29, 1968, so as to achieve an effective 30 days' notice for February 29, 1968.

If there are any questions or if we may be of any further service, please advise.

Very truly yours,


Marshall L. McDaniel

mlm/bld
Enclosures
cc Jerry Conrow

7003

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

March 1, 1968

Fleetwood Engineering
11447 Vanowen Street
North Hollywood, Calif. 91605

Attention: Messrs. Milwood W. Cooke and
Arthur W. Haines

Re: Completion of Incorporation

Gentlemen:

For the purpose of proceeding with the incorporation of Fleetwood Engineering, we have prepared and we enclose herewith the following original documents:

1. Proposed By-Laws of Fleetwood Engineering;
2. Waiver of Notice and Minutes of First Meeting of the Directors of Fleetwood Engineering, to be held on March 8, 1968; and
3. Original and 1 copy of the proposed Application to be made to the Commissioner of Corporations of the State of California.

With regard to the By-Laws, please carefully note and review Article VII entitled "Transfer of Shares" appearing on pages 15-17 of the By-Laws. This office has had the occasion to draft many types of restrictions relating to the transfer of shares of a small corporation. In our opinion, the provisions of Article VII are the fairest and have worked best in practice. However, each of the three shareholders of Fleetwood Engineering should review and agree to this proposed Article VII. The balance of the provisions of the By-Laws are more or less standard in form. If the By-Laws are satisfactory, the last page thereof should be signed by Mr. Jerry L. Conrow, as Secretary of Fleetwood Engineering. Please do not insert dates in the blank spaces provided on the Certificate page, immediately following page 17.

The Waiver of Notice, if satisfactory, should be signed by Messrs. Milwood W. Cooke, Arthur W. Haines, and Max S. Rittenberg, Jr. The Minutes themselves should be signed by Arthur W. Haines as Temporary Chairman and as President, by Milwood W. Cooke as Temporary Secretary, and by Jerry L. Conrow as Secretary.

The Application to the Commissioner of Corporations, if satisfactory, should be signed by either Arthur W. Haines or Milwood W. Cooke at both places provided on the last two pages of this document.

The undersigned will be out of the office the week commencing March 4, 1968. If the enclosed documents could be signed by all parties concerned and returned to this office on or before March 8, 1968, then we will be in a position to expedite the filing of the Application with the Commissioner of Corporations.

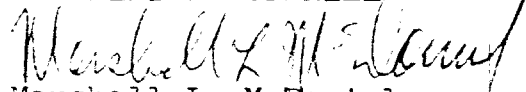
Additional information which will be required in the formative stages of the corporation will be:

1. The adoption of a taxable fiscal year;
2. The establishing of a bank account and obtaining signatures for the bank's signature cards, together with Minutes authorizing the opening of an account;
3. A corporate tax number; and
4. Obtaining workmen's compensation insurance, liability insurance, and such other insurance as may be deemed necessary.

If there are any questions with regard to any of these matters, or if we can be of any further service, please advise.

Very truly yours,

McDANIEL & McDANIEL


Marshall L. McDaniel

MLM:eh
Encls.

cc: Mr. Jerry L. Conrow
c/o Frye and Coe
489 25th Street
Hermosa Beach, Calif. 90254

OFFER TO PURCHASE AND DEPOSIT RECEIPT

LOS ANGELES

California AUGUST 20

1975

Received From FLEETWOOD MACHINE PRODUCTS

☐ Check, ☐ Cash, ☐ Note, in the amount of \$

as a deposit on the purchase of property commonly known as 11433 VAN CUVEN ST
NORTH HOLLYWOOD

County of Los Angeles, State of California

For the purchase price of FIFTY THOUSAND

Dollars (\$ 50,000.00)

Total Down Payment to be: 25% (\$12,500)

Dollars (\$ 12,500.00)

Free and clear of all encumbrances of record, except as specified.

SUBJECT TO:

- (1) General and special taxes, which are a lien not yet payable, including levies for special assessment districts.
- (2) Covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.
- (3) Tenancy, if any, as follows: Escrow period 60 days.

1. BUYER TO PAY 25% OF SELLING PRICE AS DOWN PAYMENT

2. SELLER TO CARRY THE DIFFERENCE BETWEEN THE SELLING PRICE AND DOWN PAYMENT INCLUDING ANY DEPOSIT AS A NOTE SECURED BY 1ST TRUST DEED, PAYABLE 1% OR MORE PER MONTH INCLUDING 8 1/2% INTEREST ALL DUE AND PAYABLE IN 5 YEARS

3. TOTAL OF DOWN PAYMENT AND DEPOSIT TO BE 1 YEAR PRINCIPLE NOT TO EXCEED 2% OF SELLING PRICE

4. PROPERTY TO BE DELIVERED FREE AND CLEAR OF ALL LIENS AND BONDS AND SPECIAL ASSESSMENTS

and it is hereby agreed that:

1. Escrow shall be opened at UNION BANK not later than five (5) working days after acceptance of this offer. Taxes, insurance, rents and interest shall be prorated and possession to be given at close of escrow. Buyer shall reimburse Seller through escrow for impounds, if any, on deposit in connection with any existing loan. Payoff of existing loans shall be at Seller's expense, and a new loan, if any, obtained by Buyer, shall be at Buyer's expense.
2. Evidence of title shall be a California Land Title Association standard coverage form of Policy of Title Insurance to be furnished and paid for by Seller. Buyer and Seller shall pay usual escrow costs. Should Seller be unable to deliver title at the time set for close of escrow, all deposits may be returned to Buyer without liability on the part of the Broker, and Seller shall be liable for Broker's commission and all escrow costs. Deposit may be retained by Broker until required by escrow to complete transaction.
3. Fixtures and fittings attached to the property are included herein, including but not limited to, window shades, venetian blinds, light fixtures, trees, shrubs, plumbing fixtures, water heater, T.V. antenna, furnace, ventilating system, curtain rods, and wall to wall carpeting.
4. If Buyer shall fail to complete the purchase as herein provided, the amount paid hereon shall be retained by the Broker, to the extent of, and as a credit against any commission due him hereunder. The parties to this contract are the Seller, the Buyer and the Broker. If escrow fails to close because of the fault of the Buyer, Broker may sue the Buyer directly for the commission herein.
5. Seller shall furnish, at his expense a structural pest control report by a licensed operator showing the accessible portions of dwelling to be free of visible evidence of infestation caused by wood destroying insects, fungi and/or dry rot. Seller shall pay for any corrective repairs required to comply herewith. Any party to a real estate transaction may obtain from the Structural Pest Control Board, Sacramento, all termite reports issued on subject property for the past two years by sending the required fee of \$2.00 to the Board. The undersigned buyers and sellers of said property acknowledge that a licensee of the Division of Real Estate has informed them of the aforementioned provisions of Section 8614 of the Structural Pest Control Act.
6. Should it become necessary for Broker to retain an attorney to enforce his rights hereunder, he shall be entitled to reasonable attorney's fees and costs.
7. Buyer represents that he has made an independent investigation of the above property, including plans for proposed freeways, streets, alleys and easements, and that he is making this purchase in reliance thereon. Buyer IS NOT ACTING ON ANY REPRESENTATION OF SELLER OR BROKER OR ANY ASSOCIATE OR EMPLOYEE OF BROKER, EXCEPT AS IS SPECIFICALLY SET FORTH IN WRITING HEREIN.
8. Seller represents and warrants that said property and improvements conform with all applicable ordinances, laws, zoning regulations, and Deed Restrictions and agrees to save agent harmless from any liability or damages due to incorrect information or misrepresentation by the Seller.
9. It is agreed that the Seller or the Purchaser shall not alter, change or cancel this deposit receipt or any escrow instructions without the written consent of the Broker.
10. Time is of the essence of this contract, but Broker may extend for a period of not to exceed one month, the time for the performance of any act hereunder, including the date of closing of escrow except the time for the acceptance of this offer by Seller.
11. In consideration of the services of the Broker, herein, this offer shall remain in effect and irrevocable for a period of 5 days from the date hereof to enable Broker to procure Seller's approval. Broker to hold Buyer's uncashed check pending opening of escrow.

X DIETZ REALTY

Broker, By X RE Nightingale

I agree to purchase the above described property on the terms and conditions herein stated and I acknowledge receipt of a copy hereof.

X M. W. Cadde

SIGNATURE OF PURCHASER

X

SIGNATURE OF PURCHASER

Address:

Phone:

I agree to sell the within described property on the terms and conditions set forth above, and agree to pay the above broker, employed by the undersigned to sell said property, as earned commission, the sum of

dollars. The undersigned acknowledges receipt of a copy hereof. Dated at _____, California, 1975

X _____
SIGNATURE OF SELLER

X

SIGNATURE OF SELLER

Address:

Phone:

Union Bank

Sharon Oaks

ESCROW DEPARTMENT

OFFICE

ESCROW INSTRUCTIONS

ESCROW No. 303-2261

DATE September 8, 1973

TO UNION BANK

The previous instructions in the above numbered escrow are hereby modified — supplemented and/or amended in the following particulars only:

A: Any reference to a new first trust deed loan executed by buyers in favor of sellers is hereby deleted in its entirety, and in lieu thereof, buyers to pay all cash for subject property.

B: Grant Deed being delivered in this escrow shall show grantors as Chester Nelson and Frances Nelson, husband and wife, with title having been acquired by Frances S. Madia a single woman. END OF AGREEMENT

E.

JEN

Copy

EACH OF THE UNDERSIGNED STATES HE HAS READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS AND AGREES TO THEM.

Fleetwood Machine Products Inc.

By: _____

Chester Nelson

Frances Nelson

97-000

MEMO

19

Paid outside of Escrow	\$	
Cash through Escrow:		14,000.00
Encumbrances of record		
New Encumbrances		42,000.00
Total Consideration	\$	36,000.00

Office

State of California, viz:

as per map recorded in Book

Page

of

records of said county, showing title vested in:

FLORWOOD MACHINE PRODUCTS INC.,

(2) Assessments and Bonds presently of record, having an unpaid balance of \$ **None**

(4) Deed of Trust now of record or to record securing an indebtedness, as per its terms, original amount of \$ ~~XXXX~~
(unpaid balance of principal \$ ~~XXXX~~) in favor of

(5) Deed of Trust on ~~your motor home, No. 100-01~~, executed by **Fleetwood Machine Products Inc.**,

Securing Note for \$ 42,000.00 in favor of Chester Nelson and Frances Nelson, husband and wife as Joint Tenants, dated during escrow, with interest at 8.5 per cent per annum, from date endorsed, payable at place designated by payee. Principal and interest payable \$420.00 or more, on the ** day of each calendar month, beginning on the ** day of **, 1975, and continuing until 5 years from the close of escrow. ** Escrow is authorized to insert said dates on the note as commencing 30 days after close of escrow. Prorate and/or adjust the following as of Close of escrow in accordance with the provisions set forth under Paragraph 1 on the reverse side hereof.

(a) ~~Real Property Taxes~~ (b) ~~Interest on~~ ~~new encumbrances~~ ~~on~~ ~~the~~ ~~property~~ ~~commonly known as~~ ~~61.40~~ ~~on Deed from Seller at his expense.~~

Subject Grant Deed may show the following name and address to which tax statements are to be sent:
Flintwood Machine Products Inc.; 11447 Vanowen, North Hollywood California

A: At the close of escrow from net funds due the undersigned sellers, escrow shall remit via the title company the approximate sum of \$1,500.00 for the pending assessment, same being paid in full through escrow.

B: The above described \$12,000.00 note to contain the following recital: "Trustor understands that no more than \$12,180.00 principal may be paid on the within note during the calendar year 1975."

Copy

ALL PARTIES HERETO UNDERSTAND AND AGREE THAT THESE INSTRUCTIONS BECOME EFFECTIVE ONLY UPON THE SIGNING BY ALL CONCERNED AND THE ACCEPTANCE OF SAME DULY SIGNED, INTO THE HANDS OF THE ESCROW HOLDER.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND CONDITIONS, INCLUDING THE CONDITIONS, PROVISIONS AND INSTRUCTIONS CONTAINED ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN BY REFERENCE

(BUYER)

(SELLER)

Fleetwood Machine Products Inc.,

Chapter 14

Francesca Halsom

11447 Wenman, North Hollywood Calif.

Address

11433 Vanowen, North Hollywood Cal.

Address

Phone

Phone _____

Union Bank

Sharon Oaks OFFICE ESCROW DEPARTMENT ESCROW INSTRUCTIONS

ESCROW NO. **303-2261**

DATE **August 26, 1975**

TO UNION BANK

The previous instructions in the above numbered escrow are hereby modified—supplemented and/or amended in the following particulars only:

B. The above described \$42,000.00 note to contain the following recital: "Trustor understands that no more than \$2,240.00 principal may be paid on the within note during the calendar year 1975." END OF AMENDMENT.

A portion of the 24 of these \$2,240.00, annual principal disbursements to be paid by the Trustor to the Trustee and approved by all parties prior to the date of escrow.

per map recorded in Book _____ Page _____ of _____ County of _____ State of _____

Union Bank

SENIOR CLERK

ESCROW DEPARTMENT

OFFICE

ESCROW INSTRUCTIONS

ESCROW No. 303-2261

DATE September 23, 1973

TO UNION BANK

The previous instructions in the above numbered escrow are hereby modified — supplemented and/or amended in the following particulars only:

A: Buyers have read and do hereby approve the preliminary report of title dated September 23, 1973 issued by Lawyers Title Insurance Corporation, being report no. 167774, as to all items contained therein appearing in the policy of title insurance when written.

B: The legal description for property in this escrow, is hereby approved as follows, same having been provided escrow by above named title company: The east 30 feet of the south 260 feet of the west 10 acres measured to the center of the Street on the South of the east one half of Lot 74 of the Lankershin Land and Water Company's Subdivision, of the east 12,000 acres of the south one half of the Rancho Ex Mission of San Fernando, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 31, Page 39 et seq., of Miscellaneous Records, in the office of the County Recorder of said County. END OF AMENDMENT

Copy

EACH OF THE UNDERSIGNED STATES HE HAS READ THE FOREGOING INSTRUCTIONS AND UNDERSTANDS AND AGREES TO THEM.

FLANNERY MACHINE PRODUCTS INC.,

BY:

Chester Nelson

Frances Nelson

ion Bank

ESCROW/LOAN
STATEMENT

German Oaks
OFFICE

TO Fleetwood Machine Products, Inc.

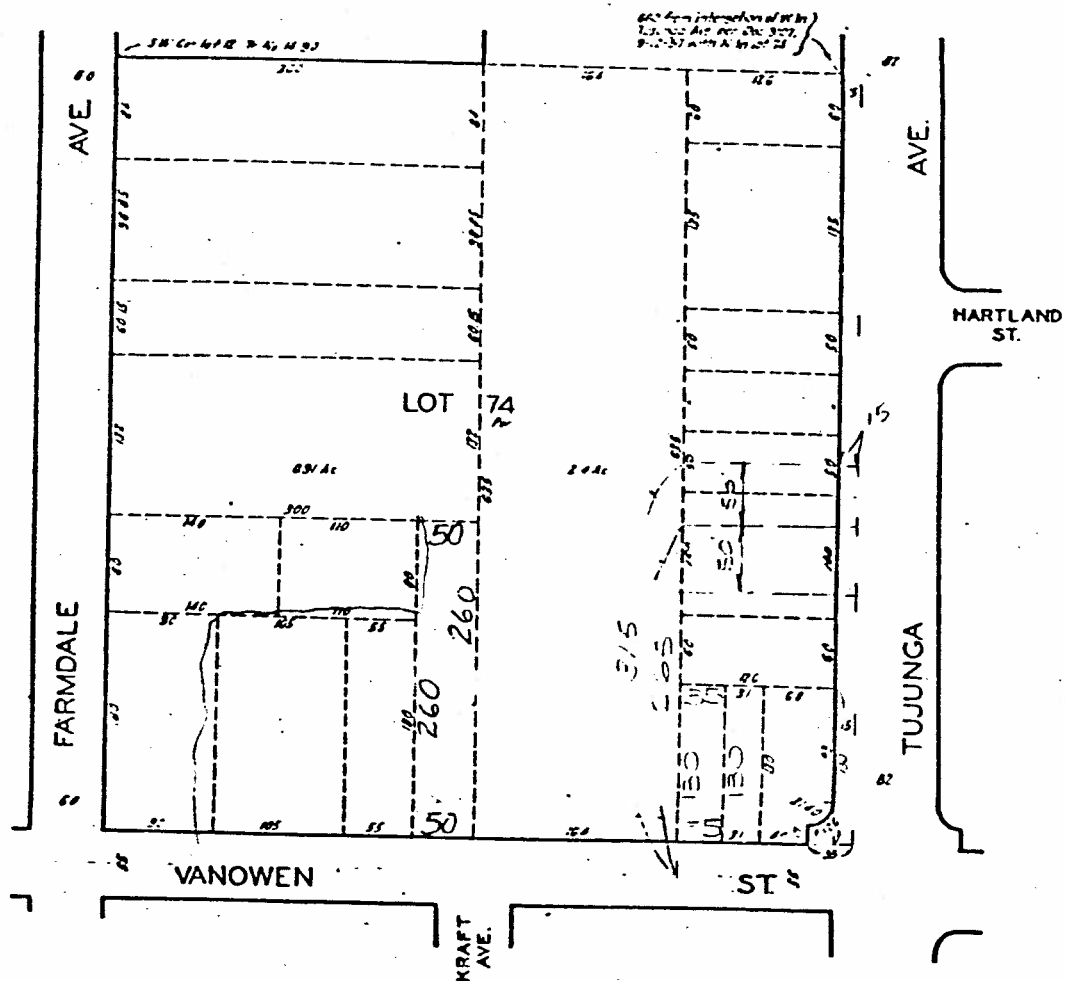
DOCUMENTS
RECORDED October 29, 1975 ESCROW/
LOAN NO. 303-2261

NOTE: The following covers money settlement THROUGH ESCROW/LOAN only.

S A L E		
Paid Outside of Escrow		
Cash Through Escrow		
Encumbrance of Record		
New Encumbrance		
Total Consideration		

				DEBITS (PAID)		CREDITS (RECEIVED)	
Deposits							
Deposits							
Demand for Deed							
Adj. on Loan of Record from \$							
PRO-RATIONS	Interest \$	@	% To \$				
	Taxes \$ 530.13		6 Mo. 7/1 To 10/29/75				
	Rents \$		Mo. To				
	Ins. \$		Prem. \$ yr. fr. to				
Commission							
Payoffs							
Beneficiary's Fee							
Title Co.'s Charge for Assurance of Title							
Reconveyance Fee							
Revenue Stamps							
Recording Deed							
Recording Trust Deed							
Recording Reconveyance							
Recording							
Taxes							
Assessments/Bonds							
Tax Service							
Insurance							
Real Estate Loan Fee							
Escrow Fee							
Drawing Documents							
Deposited To Acct. Of							
Check							
Balance Due Bank							
IMPORTANT: Save as a record of this transaction.							
TOTAL							

The County Recorder has been advised of the address to which you wish your recorded documents mailed.



三

PRESENTED BY DIETZ REALTY
16024 VENTURA BLVD
ENCINO

**Homes - Residential Income - Commercial****Sales Associate**

**16024 Ventura Blvd.
Encino, CA 91316**

KEY

1748 SQ FT HOLLOW STONE GARAGE, 15 FT CEILING, TWO POST
HOIST, ON EXISTING M2 ZONED PROPERTY. PLENTY OF
PARKING AT REAR OF PROPERTY (APPROX 10,700 SQ FT)
STREET ASSESSMENT PENDING WHICH OWNER WILL PAY OFF.

HEAT GAS AIR COND. ME

SE. 1/4 WILL CARRY: 1570 PAYMENT: 493⁰⁰ INTEREST: 8^{1/2} DUE: 10 YEARS

JTB TREE FIRM
PRESENTLY PAYING
\$100⁰⁰ A MONTH TO
PARK THEIR TRUCKS.

TOTAL	\$	100%
-------	----	------

1. Estimated Time To Complete _____ Hours 00 00

FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

• Precision Production Grinding

• Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
(2 1 3) 8 7 7 - 3 3 0 8
(8 1 8) 9 8 3 - 1 0 7 7
F A X (8 1 8) 9 8 2 - 0 9 3 2

RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX, LETTER RECEIVED 16 DECEMBER 1991

(REFERENCE: CERTIFIED MAIL NUMBER P 347 407 069 AND FILE NUMBER 111.0435)

QUESTION #4 (PRIOR OWNERS)

M.W. COOKE, FRED TURCOTT AND RAY MARTIN - CO-PARTNERSHIP

M.W. COOKE AND WILFRED TURCOTT BOUGHT OUT RAY MARTIN AND
BECAME THE TWO OWNERS OF FLEETWOOD MACHINE PRODUCTS, INC.

October 11, 1955

Messrs. Wilfred M. Cooke,
Wilfred Turcott and Ray E. Martin
Fleetwood Machine Products, Inc.
11119 Van Ness Street
North Hollywood, California.

Gentlemen:

This letter will serve to confirm the oral agreement entered into between the three of you on October 11, 1955 at North Hollywood, California, wherein it was agreed as follows:

1) Mr. Martin was given an option to purchase the 35,529 shares of common stock of Fleetwood Machine Products, Inc. belonging to Wilfred M. Cooke, par value \$1.00 per share, and 35,529 shares of the common stock of Fleetwood Machine Products, Inc. belonging to Wilfred Turcott, par value \$1.00 per share, for a total of \$71,058, plus the book value of said shares, plus the additional amount of \$1,000 each to both Mr. Cooke and Mr. Turcott for goodwill.

2) Said option was to remain in effect until 6:00 o'clock p.m. Tuesday, October 12, 1955.

3) Should Mr. Martin exercise said option by 6:00 o'clock p.m. October 12, 1955, an escrow shall forthwith be opened at the Title Insurance and Trust Company, or some bank mutually agreeable to the parties, not later than 10:00 o'clock a.m. on October 19, 1955, in which escrow Mr. Martin shall deposit the sum of thirty thousand (\$30,000) dollars as a down payment on the purchase of said stock.

4) said escrow shall be for a period of 30 days, and shall provide that the balance of the purchase price must be paid within the said 30-day period. Should the remaining balance not be so paid within the 30-day period said escrow shall be cancelled and the \$30,000 so deposited shall be given to Messrs. Turcott and Cooke as liquidated damages.

5) Concurrently with the opening of said escrow Messrs. Cooke and Turcott shall deliver into escrow, endorsed in blank, 35,529 shares each of the common stock of Fleetwood Machine Products, Inc., a California corporation, par value \$1.00 per share. Upon payment of the full purchase price, the Title Insurance and Trust Company, or a bank appointed as escrow agent, shall be directed to deliver subject shares to Mr. Martin, or his nominee or assignee. Should the escrow not be completed within said 30-day period, the escrow agent shall be instructed to return said shares to Messrs. Cooke and Turcott.

Messrs. Cooke, Turcott
and Martin
Page 12.

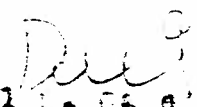
October 14, 1955

(c) It is understood and stipulated that to exercise this option, Mr. Martin must purchase all of the shares of Messrs. Cooke and Turcott, and may not exercise this option as to a portion thereof.

If the above represents your understanding, please initial and return the attached copy to this office, and when so initialed and returned by all parties it shall be deemed to be a valid and binding agreement and shall be used as the basis for the opening of the escrow above mentioned.

Should Mr. Martin not have exercised his option by 6:00 o'clock P.M. October 16, 1955, said offer shall be deemed to have been withdrawn by Messrs. Turcott and Cooke.

Yours very truly,


Daniel L. Cook
Attorney at Law

DLG:lw
Encls.

Accepted:

2.5. It is understood that the book value will be determined as of the day of the opening of escrow; and likewise, when the balance sheet is prepared to determine book value it will not show any goodwill, as such. Mr. Martin however, will pay to Mr. Cook and Mr. Turcott the sum of \$3,000 each for goodwill, as shown in paragraph 1 on page one.

CERTIFIED MAIL

October 17, 1955

Messrs. Milwood W. Cooke and
Wilfred Turcott
c/o Fleetwood Machine Products, Inc.
11439 Van Owens Street
North Hollywood, California

Gentlemen:

On October 11, 1955 each of you gave me an option to purchase your respective 35,529 shares of common stock of Fleetwood Machine Products, Inc. for an amount equal to the book value of said shares on that date, plus the amount of \$3,000 each on account of the good will of said corporation, it being understood that in determining the book value of said shares, good will was not to be taken into consideration.

You are hereby notified that I have elected to exercise said option and in accordance with its terms have caused an escrow to be opened at the Title Insurance and Trust Company of Los Angeles as Escrow No. B-12760. Mr. C.R.S. Dunlop, Assistant Trust Officer of the Title Company, is the Escrow Officer handling such escrow. I have caused to be deposited in said escrow the sum of \$30,000 as a down payment on the purchase price of said shares.

Said escrow instructions are in conformity with the minutes of the meeting of the Directors of Fleetwood Machine Products, Inc. held on October 11, 1955 and the letter addressed to each of you and myself by Daniel W. Gage, Esq. on October 14, 1955.

Will you please make an appointment with Mr. Dunlop (MAdison 62411) to sign the escrow instructions at any time in the afternoon on October 18, 1955.

Very truly yours,

Ray D. Martin
RAY D. MARTIN

cc: Mr. Milwood W. Cooke
634 N. Reese
Burbank, California

Mr. Wilfred Turcott
1906 N. Maple
Burbank, California

GRAY, BINKLEY & PFAELZER

WILLIAM F. GRAY
JOHN T. BINKLEY
MORRIS PFAELZER
WILLIAM G. ROBERTSON
MARTIN J. SCHNITZER

ATTORNEYS AT LAW
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA

TELEPHONE
MADISON 8-1252
CABLE ADDRESS
GRAYBIN

January 11, 1957

Brett Smithers, Esq.
Smithers and Co.
12135 Victory Boulevard
North Hollywood, California

Re: Martin vs. Turcott, et al.

Dear Brett:

I am sending you with this letter a draft of an Interlocutory Judgment in the above entitled matter.

Paragraph 8, of the Judgment deals with the matter of a valid and enforceable agreement between the parties in connection with the sale of the business and the distribution of the net proceeds. Paragraph 9 provides that each of the parties shall pay one-third of the cost of the Price Waterhouse audit and one-third of the referee's reasonable fees and expenses. All of the examples assume that the price bid for the business will be \$150,000. The examples also assume that the Price Waterhouse audit will not show any profit in excess of \$17,333.37 for the period from January 1 to November 30, 1956.

As an example of the way in which credits would be allocated and funds distributed, we set forth the following:

1. Martin is the successful bidder.

Martin's credit:

One-third of the bid	\$50,000
Martin's share of profits	10,000
Total	60,000

Martin pays \$50,000 cash

Distribution:

\$45,000 each to Turcott and Cobb

Brett Smithers, Esq.

January 11, 1957

II. Turcott and Cooke are the successful bidders.

Turcott's credit:

One-third of the amount bid	\$50,000
Less Martin's share of profit	(10,000)
Net credit	<u>40,000</u>

Cooke's credit:

One-third of the amount bid	\$50,000
Total credit for both	<u>90,000</u>

Martin gets:

His share of profit	\$10,000
One-third of the amount bid	<u>50,000</u>
Total	<u>60,000</u>

III. A third party is the successful bidder.

Referee receives: \$150,000

Referee pays:

Martin's share of profits	\$10,000
One-third of bid price to Martin	<u>50,000</u>
One-half remainder to Cooke	45,000
One-half remainder to Turcott	<u>45,000</u>
Total Paid	<u>\$150,000</u>

If the foregoing is in accordance with your understanding of the judgment, please indicate at the place below provided.

Cordially,

MORRIS PFAELZER

APPROVED:

BRETT SMITHERS

MP:jab

GRAY, BINKLEY & PFAELZEP
ATTORNEYS AT LAW
458 SOUTH SPRING STREET
LOS ANGELES 13, CALIFORNIA
MADISON 6-1252

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

RAY D. MARTIN,

Plaintiff,

vs.

WILFRED TURCOTT, et al,

Defendants.

No. 651,001

INTERLOCUTORY JUDGMENT

This cause came on regularly for trial before the court, sitting without a jury on the 6th day of December, 1956, Messrs. Gray, Binkley & Pfaelzer, by John T. Binkley, Esq., appeared as attorneys for the plaintiff, and Messrs. Smithers and Good, by Brett Smithers, Esq., appeared as attorneys for the defendants, and the parties having entered into and filed herein a written stipulation for interlocutory judgment in accordance with said stipulation, and the court being fully advised in the premises;

NOW, THEREFORE, by reason of the law and the stipulation aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the partnership heretofore existing between the plaintiff and the defendants WILFRED TURCOTT and JAMES COOKE, under the firm name and style of FLEETWOOD MACHINE PRODUCTS, be and the same be dissolved.

the purchase price is lent to the referee
2. That R. E. ALLEN be, and he is hereby appointed

Referee to take possession of all of the stock in that California corporation known as FLEETWOOD MACHINE PRODUCTS, INC., and MARTIN, TURCOTT and COOKE are hereby required to deliver to said Referee, endorsed in blank, any and all stock certificates evidencing title to said stock.

3. That said Referee sell at public auction to the highest bidder all of the stock of FLEETWOOD MACHINE PRODUCTS, INC.; that said sale be made at the Spring Street entrance to the Hall of Justice in the City and County of Los Angeles, State of California, on January 14, 1957; that notice of said sale be given for five successive days by publication in the Los Angeles Daily Journal; that said Referee shall, within ten days after such sale, report ~~the same to~~ this court for confirmation; that all bids at said public sale on January 14, 1957 shall be final; *and that the purchase price shall be tendered to the Referee in cash at any time prior to said confirmation.*

4. ~~That~~ pending the sale of said stock the defendants, and each of them, and their agents, managers, attorneys and employees are hereby enjoined and restrained from interfering with, transferring, selling, assigning, or otherwise disposing of any of the property or income of FLEETWOOD MACHINE PRODUCTS, INC. other than to purchase supplies, pay the usual overhead expenses, and deliver finished products in the normal course of business; and that said Referee shall forthwith cause an inventory to be prepared setting forth all of the property owned by said corporation and deliver copies of said inventory to each of the parties.

5. That Price Waterhouse & Company, Certified Public Accountants, be and they are hereby appointed auditors to audit the books and records of the corporation, FLEETWOOD MACHINE PRODUCTS, INC., for the period January 1, 1956 to December 31, 1956.

1 that said parties are hereby required to produce before said
2 auditors all books, papers and writings in their possession or
3 under their control relating to the affairs of the corporation,
4 FLEETWOOD MACHINE PRODUCTS, INC.; and that said auditors shall
5 report the results of their said audit to the Referee and shall
6 provide copies of said report to each of the parties.

7 6. That in the event plaintiff RAY D. MARTIN shall
8 desire to bid at the public sale of said stock and shall be
9 successful in such bid, said referee shall allow plaintiff a
10 credit on said bid price of one-third of the amount of the total
11 bid, plus an amount equal to the net profit after taxes of
12 FLEETWOOD MACHINE PRODUCTS, INC. for the period January 1 to
13 December 1, 1956 as shown by the audit of Price Waterhouse &
14 Company less \$7,393.67, or the amount of \$10,000, whichever is
15 greater *where determination shall be conclusive on the parties*

16 7. That in the event either of the defendants, WILFRED
17 TURCOTT or MILWOOD W. COOKE, shall desire to bid at the public
18 sale of said stock and shall be successful in such bid, said
19 Referee shall allow each of said defendants a credit on his bid
20 of one-third of the amount of said bid. *if bid is less than \$10,000*

21 8. That upon confirmation by this court of said sale
22 of stock, the Referee shall make the following distribution:
23 *to be made as follows*

24 A. The referee shall pay to plaintiff MARTIN an
25 amount equal to the net profit after taxes of FLEETWOOD
26 MACHINE PRODUCTS, INC. for the period January 1 to
27 December 1, 1956 less \$7,393.67, or the amount of \$10,000,
28 whichever is greater, provided that said MARTIN is not the
29 successful purchaser at the public sale. *In the event*
30 *MARTIN is the successful bidder at the public sale, he*
31 shall receive a credit on his bid as set forth in
paragraph 6 of this order.

The referee shall pay his own reasonable and

*1 Court and
just offered*

1 necessary fees and expenses, and the cost of said audit
2 by Price Waterhouse & Company.

3 C. The gross sales price (before allowance of
4 any credits under paragraph 6 and 7 of this order) of the
5 property sold by the referee pursuant to this order, less
6 such sums as may be payable under paragraph 8(A) and (B) of
7 this order shall be distributed by the referee in equal
8 shares to Messrs. MARTIN, COOKE and TURCOTT; provided,
9 however, that there shall be deducted from the distributive
10 share of any one of them who shall have been the highest
11 bidder (or one of the highest bidders) at such sale, the
12 amount, if any, of his interest in such proceeds which shall
13 have been credited to him on account of his bid.

14 DATED: January ____, 1957.

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17 _____
Judge of the Superior Court
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SMITHERS & GOOD

ATTORNEYS AT LAW
12135 VICTORY BOULEVARD
NORTH HOLLYWOOD, CALIFORNIA
STANLEY 7-5477

Attorneys for Defendants

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

RAY D. MARTIN,

Plaintiff,

vs.

WILFRED TURCOTT, et al,

Defendants.

No. 65,801

INTERLOCUTORY JUDGMENT

This cause came on regularly for trial before the court, sitting without a jury on the 6th day of December, 1956, Messrs. Gray, Binkley & Pfaelzer, by John T. Binkley, Esq., appeared as attorneys for the plaintiff, and Messrs. Smithers and Good, by Brett Smithers, Esq., appeared as attorneys for the defendants, and the parties having entered into and filed herein a written stipulation for interlocutory judgment in accordance with said stipulation, and the court being fully advised in the premises;

NOW, THEREFORE, by reason of the law and the stipulation aforesaid:

IT IS ORDERED, ADJUDGED AND DECREED:

1. That the partnership heretofore existing between the plaintiff and the defendants WILFRED TURCOTT and MILWOOD W. COOKE, under the firm name and style of FLEETWOOD MACHINE PRODUCTS be, and the same is hereby dissolved.

2. That R. E. ALLEN be, and he is hereby appointed Referee

1 FLEETWOOD MACHINE PRODUCTS, INC., and MARTIN, TURCOTT and
2 COOKE are hereby required to deliver to said Referee, endorsed in blank,
3 any and all stock certificates evidencing title to said stock.

4 3. That said Referee sell at public auction to the highest bidder
5 all of the stock of FLEETWOOD MACHINE PRODUCTS, INC.; that said sale
6 be made at the Spring Street entrance to the Hall of Justice in the City and
7 County of Los Angeles, State of California, on January 14, 1957; that notice
8 of said sale be given for five successive days by publication in the Los
9 Angeles Daily Journal; that said Referee shall, within ten days after such
10 sale, petition this court for confirmation; that all bids at said public sale
11 on January 14, 1957 shall be final; and no further bids shall be received at
12 the confirmation of the sale; and that the purchase price shall be tendered
13 to the Referee in cash within ten (10) days after said public sale.

14 4. Until confirmation of said public sale or other order of court,
15 TURCOTT and COOKE shall remain in possession of the premises and in
16 their present capacities and at the salaries which they respectively received
17 during the calendar year 1956. MARTIN shall have access to the business
18 premises for purposes of reasonable inspection at all reasonable times and
19 pending the sale of said stock the defendants, and each of them, and their
20 agents, managers, attorneys and employees are hereby enjoined and
21 restrained from interfering with, transferring, selling, assigning, or other-
22 wise disposing of any of the property or income of FLEETWOOD MACHINE
23 PRODUCTS, INC. other than to purchase supplies, pay the usual overhead
24 expenses, and deliver finished products in the normal course of business;
25 and that said Referee shall forthwith cause an inventory to be prepared
26 setting forth all of the property owned by said corporation and deliver copies
27 of said inventory to each of the parties.

28 5. That Price Waterhouse & Company, Certified Public Accountants,
29 be and they are hereby appointed auditors to audit the books and records of
30 the corporation, FLEETWOOD MACHINE PRODUCTS, INC., for the period
31 January 1, 1956 through November 30, 1956; that said parties are hereby
32 required to produce before said auditors all books, papers and writings in

1 their possession or under their control relating to the affairs of the corpora-
2 tion, FLEETWOOD MACHINE PRODUCTS, INC.; and that said auditors
3 shall report the results of their said audit to the Referee and shall provide
4 copies of said report to each of the parties and said audit shall be binding
5 and conclusive upon the parties hereto.

6 6. That in the event plaintiff RAY D. MARTEN shall desire to bid
7 at the public sale of said stock and shall be successful in such bid, said
8 Referee shall allow plaintiff a credit on said bid price of one-third (1/3) of
9 the sum remaining, plus Ten Thousand Dollars (\$10,000.00) and plus an
10 amount equal to one-third (1/3) of the net profit after taxes, if any, of
11 FLEETWOOD MACHINE PRODUCTS, INC. for the period January 1, 1956
12 to November 30, 1956 in excess of Seventeen Thousand Three Hundred
13 Ninety-eight Dollars and Sixty-seven Cents (\$17,398.67), as determined by
14 Price Waterhouse and Company, after first deducting from said bid price
15 Ten Thousand Dollars (\$10,000.00) plus an amount equal to one-third (1/3)
16 of the net profit after taxes, if any, for the period January 1, 1956 to
17 November 30, 1956 in excess of Seventeen Thousand Three Hundred Ninety-
18 eight Dollars and Sixty-seven Cents (\$17,398.67) and the Referee's reasonable
19 and necessary fees and expenses and the costs of said audit by Price
20 Waterhouse & Company.

21 7. That in the event either of the defendants, WILFRED TURCOTT
22 or MILWOOD W. COOKE, shall desire to bid at the public sale of said stock
23 and shall be successful in such bid, said Referee shall allow each of said
24 defendants a credit on his bid of one-third (1/3) of the sum remaining after
25 first deducting from said bid the sum of Ten Thousand Dollars (\$10,000.00),
26 plus an amount equal to one-third (1/3) of the net profit after taxes, if any,
27 for the period January 1, 1956 to November 30, 1956 in excess of Seventeen
28 Thousand Three Hundred Ninety-eight Dollars and Sixty-seven Cents
29 (\$17,398.67), as determined by Price Waterhouse & Company, plus the
30 Referee's reasonable and necessary fees and expenses and the costs of said
31 audit by Price Waterhouse & Company.

1 8. That upon confirmation by this court of said sale of stock,
2 the Referee shall make the following distribution of the proceeds of sale:

3 A. The Referee shall pay his own reasonable and
4 necessary fees and expenses, and the cost of said audit by
5 Price Waterhouse & Company.

6 B. The Referee shall pay to plaintiff MARTIN Ten
7 Thousand Dollars (\$10,000.00) plus an amount equal to one-
8 third (1/3) of the net profit after taxes, if any, of FLEET-
9 WOOD MACHINE PRODUCTS, INC. for the period January
10 1, 1956 to November 30, 1956 in excess of Seventeen
11 Thousand Three Hundred Ninety-eight Dollars and Sixty-
12 seven Cents (\$17,398.67), as determined by Price Waterhouse
13 & Company, provided that said MARTIN is not the successful
14 bidder at said public sale.

15 C. The remainder of such proceeds shall be
16 distributed by the Referee in equal shares to Messrs. MARTIN,
17 COOKE and TURCOTT; provided, however, that there shall be
18 deducted from the amount otherwise payable to any one of them
19 who shall have been the highest bidder (or one of the highest
20 bidders) at such sale, the amount, if any, of his interest in
21 such proceeds which shall have been credited to him on account
22 of his bid.

23 D. Any two of the parties hereto shall be permitted to
24 bid jointly and, in that event, their credits as provided for in
25 Paragraphs 6 and 7 shall be combined and their deductions as
26 provided for in Paragraph 8 C herein shall be combined.

27 DATED: January _____, 1957.

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30 _____
31 Judge of the Superior Court

1 APPROVED AS TO FORM AND CONTENT:
2 GRAY, BINKLEY & WFAELZER
3

4 By _____
5 John T. Binkley
6 Attorneys for Plaintiff

7 APPROVED AS TO FORM AND CONTENT:
8 SMITHERS and GOOD
9

10 By _____
11 Brett Smithers
12 Attorneys for Defendants
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CERTIFIED MAIL

October 17, 1955

Messrs. Milwood W. Cooke and
Wilfred Turcott
c/o Fleetwood Machine Products, Inc.
11439 Van Owens Street
North Hollywood, California

Gentlemen:

On October 11, 1955 each of you gave me an option to purchase your respective 35,529 shares of common stock of Fleetwood Machine Products, Inc. for an amount equal to the book value of said shares on that date, plus the amount of \$3,000 each on account of the good will of said corporation, it being understood that in determining the book value of said shares, good will was not to be taken into consideration.

You are hereby notified that I have elected to exercise said option and in accordance with its terms have caused an escrow to be opened at the Title Insurance and Trust Company of Los Angeles as Escrow No. B-12760. Mr. C.R.S. Dunlop, Assistant Trust Officer of the Title Company, is the Escrow Officer handling such escrow. I have caused to be deposited in said escrow the sum of \$30,000 as a down payment on the purchase price of said shares.

Said escrow instructions are in conformity with the minutes of the meeting of the Directors of Fleetwood Machine Products, Inc. held on October 11, 1955 and the letter addressed to each of you and myself by Daniel W. Gage, Esq. on October 14, 1955.

Will you please make an appointment with Mr. Dunlop (RADison 62411) to sign the escrow instructions at any time in the afternoon on October 18, 1955.

Very truly yours,

Ray H. Martin
RAY H. MARTIN

cc: Mr. Milwood W. Cooke
634 N. Reese
Burbank, California

Mr. Wilfred Turcott
1906 N. Maple
Burbank, California

October 24, 1955

Morris Pfaelzer
Attorney at Law
458 South Spring Street
Los Angeles 13, California

Dear Sir:

We have been advised by Mr. Cooke that Mr. Martin has in his possession an automobile and the key to a deposit box belonging to Fleetwood Machine Products, Inc.

As you know, Mr. Martin has been invited to remove the tools and other personal property belonging to himself from the premises occupied by the corporation.

Please be kind enough to advise Mr. Martin to return the key and the car to Mr. Cooke at 11439 Vanowen Street, North Hollywood, prior to Wednesday, October 26th, 1955 in order to avoid the necessity for recovering these items through appropriate legal process.

You have represented that Mr. Martin is willing to sell all of his stock to Mr. Cooke, Mr. Turcott and/or Fleetwood Machine Products, Inc., for the sum of Seventy Thousand Dollars (\$70,000.00), to be paid on a time basis. I have reported your offer to the parties concerned, and they have advised me to reject the same, but to inquire as to what Mr. Martin is willing to sell for on a cash basis.

Kindly advise me.

Very truly yours,

SMITHERS & GOOD

Brett Smithers

BS:aml

RECEIVED

OCT 25 1955

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

October 14, 1955

Messrs. Filwood L. Cooke,
Wilfred Turcott and Ray D. Martin
Pleatwood Machine Products, Inc.
11139 Van Owen Street
North Hollywood, California.

Gentlemen:

This letter will serve to confirm the oral agreement entered into between the three of you on October 11, 1955 at North Hollywood, California, wherein it was agreed as follows:

1) Mr. Martin was given an option to purchase the 35,529 shares of common stock of Pleatwood Machine Products, Inc. belonging to Filwood L. Cooke, par value \$1.00 per share, and 35,529 shares of the common stock of Pleatwood Machine Products, Inc. belonging to Wilfred Turcott, par value \$1.00 per share, for an amount equal to the book value of said shares, plus the additional amount of \$1,000 each to both Mr. Cooke and Mr. Turcott for goodwill.

2) Said option was to remain in effect until 6:00 o'clock p.m. Tuesday, October 17, 1955.

3) Should Mr. Martin exercise said option by 6:00 o'clock p.m. October 18, 1955, an escrow shall forthwith be opened at the Title Insurance and Trust Company, or some bank mutually agreeable to the parties, not later than 10:00 o'clock a.m. on October 19, 1955, in which escrow Mr. Martin shall deposit the sum of Thirty Thousand (\$30,000) Dollars as a down payment on the purchase of said stock.

4) Said escrow shall be for a period of 30 days, and shall provide that the balance of the purchase price must be paid within the said 30-day period. Should the remaining balance not be so paid within the 30-day period said escrow shall be cancelled and the \$30,000 so deposited shall be given to Messrs. Turcott and Cooke as liquidated damages.

5) Concurrently with the opening of said escrow Messrs. Cooke and Turcott shall deliver into escrow, endorsed in blank, 35,529 shares each of the common stock of Pleatwood Machine Products, Inc., a California corporation, par value \$1.00 per share. Upon payment of the full purchase price, the Title Insurance and Trust Company, or a bank appointed as escrow agent, shall be directed to deliver subject shares to Mr. Martin, or his nominee or assignee. Should the escrow not be completed within said 30-day period, the escrow agent shall be instructed to return said shares to Messrs. Cooke and Turcott.

Messrs. Cooke, Tureott
and Martin
Page #2.

October 24, 1955

(c) It is understood and stipulated that to exercise this option, Mr. Martin must purchase all of the shares of Messrs. Cooke and Tureott, and may not exercise this option as to a portion thereof.

If the above represents your understanding, please initial and return the attached copy to this office, and when so initialed and returned by all parties it shall be deemed to be a valid and binding agreement and shall be used as the basis for the opening of the escrow above mentioned.

Should Mr. Martin not have exercised his option by 6:00 o'clock p.m. October 20, 1955, said offer shall be deemed to have been withdrawn by Messrs. Tureott and Cooke.

Yours very truly,

[Handwritten signature]
Cooke, Tureott
and Martin

cc: Mr.
Enclo.

Accepted:

2.5. It is understood that the book value will be determined as of the day of the opening of escrow; and likewise, when the balance sheet is prepared to determine book value it will not show any goodwill, as such. Mr. Martin however, will pay to Mr. Cooke and Mr. Tureott the sum of \$3,000 each for goodwill, as shown in paragraph 1 on page one.

WILLIAM P. GRAY
JOHN T. BINKLEY
MORRIS PFAELZER
WILLIAM G. ROBERTSON
MARTIN J. SCHNITZER

GRAY, BINKLEY & PFAELZER
ATTORNEYS AT LAW
458 SOUTH SPRING STREET
LOS ANGELES 12, CALIFORNIA

TELEPHONE
MADISON 6-1252
CABLE ADDRESS
GRAYBIN

January 11, 1957

Brett Smithers, Esq.
Smithers and Good
12135 Victory Boulevard
North Hollywood, California

Re: Martin vs. Turcott, et al.

Dear Brett:

I am handing you with this letter a draft of an interlocutory Judgment in the above entitled matter.

Paragraphs 6, 7, 8 and 10 of this judgment deal with the matter of division of credits and cash as between the parties in connection with the bidding at the public sale and the distribution of the sale proceeds. Paragraph 9 provides that each of the parties shall pay one-third of the cost of the Price Waterhouse audit and one-third of the referee's reasonable fees and expenses. All of the examples assume that the price bid for the business will be \$150,000. The examples also assume that the Price Waterhouse audit will not show any profit in excess of \$17,398.67 for the period from January 1 to November 30, 1956.

As an example of the way in which credits would be allocated and funds distributed, we set forth the following:

1. Martin is the successful bidder.

Martin's credit:

One-third of the bid	\$50,000
Martin's share of profits	10,000
Total	<u>60,000</u>
Martin pays \$90,000 cash	
Distribution:	
\$45,000 each to Turcott and Cooke	

Brett Smithers, Esq.

January 11, 1957

II. Turcott and Cooke are the successful bidders.

Turcott's credit:

One-third of the amount bid	\$50,000
Less Martin's share of profit	(10,000)
Net credit	40,000

Cooke's credit:

One-third of the amount bid	\$50,000
Total credit for both	90,000

Martin gets:

His share of profit	\$10,000
One-third of the amount bid	50,000
Total	60,000

III. A third party is the successful bidder.

Referee receives: \$150,000

Referee pays:

Martin's share of profits	\$10,000
One-third of bid price to Martin	50,000
One-half remainder to Cooke	45,000
One-half remainder to Turcott	45,000
Total Paid	\$150,000

If the foregoing is in accordance with your understanding of the judgment, please indicate at the place below provided.

Cordially,

MORRIS PFAELZER

APPROVED:

BRETT SMITHERS

MP:jab

SMITHERS, GOOD & POTTER

ATTORNEYS AT LAW
12135 VICTORY BOULEVARD
NORTH HOLLYWOOD, CALIFORNIA
STANLEY 7-5477

Attorneys for Defendants

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

RAY D. MARTIN,

Plaintiff,

vs.

WILFRED TURCOTT, et al.,

Defendants.

No. 651801

DEFENDANTS' TRIAL MEMORANDUM
POINTS AND AUTHORITIES

MUTUAL CONSENT IS A NECESSARY ELEMENT OF A
CONTRACT:

"It is essential to the existence of a contract that there
should be:

1. Parties capable of contracting;
2. Their consent."

California Civil Code, Sec. 1550, 1 and 2.

"The consent of the parties to a contract must be:

1. Free
2. Mutual; and,
3. Communicated by each to the other."

California Civil Code, Sec. 1565.

"Consent is not mutual, unless the parties all agree
upon the same thing in the same sense.

California Civil Code, Sec. 1565.

1 "Mutual consent is necessary to the existence of any
2 contract. Assent of at least two minds to each and all
3 of the essentials of the agreement is required; and it is
4 only upon evidence of such assent that the law enforces
5 the terms of a contract or gives a remedy for a breach
6 of it. One cannot be made to stand on a contract to
7 which he never consented."

8 McClintock v. Robinson, (1937) 18 C.A. 2d
9 577, 64 P. 2d 749, 752.

10 "Frequently where the parties contemplate a future
11 written contract, it is obvious from their language or
12 from the surrounding circumstances, that other matters,
13 as to which no definite agreement has been reached, are
14 expected to be provided for in the writing. In such a
15 case the oral agreement may be objectionable for
16 indefiniteness, and in any event a positive intention is
17 apparent that the bargain shall be ineffectual until some
18 further acts."

19 Williston on Contracts, Sec. 28.

20 Again in Section 27, Williston states:

21 "The only general test which can be submitted as a
22 guide, as to whether a contract is formed, is an in-
23 quiry whether the facts show that some performance
24 was promised in positive terms in return for some-
25 thing requested."

26 The evidence will show that Exhibit "A" does not reflect the discussion
27 that actually took place at the Directors meeting held on October 11, 1955;
28 that Exhibit "A" is an amended set of minutes and that defendants refused
29 to sign the original minutes, amended minutes, and all other writings they
30 were requested to sign, because they contained false statements and because
31 there was no agreement as to terms between the parties. Exhibit "A"
32 indicates that the parties had formed no binding agreement at the Directors

1 meeting of October 11, 1955, but that the parties merely were involved in
2 discussion preliminary to the possible formation of a contract which was
3 never formed.

4 The various writing do not show positive terms and testimony will
5 further show that there was no performance promised by defendants.

6 It is significant that Exhibits "A", "B" and "C" were not signed by
7 the defendants.

8 In Toms v. Hellman, et al., (1931) 115 C.A. 74, 1 P. 2d 31, appears
9 the following statement:

10 "The preliminary negotiations leading up to the
11 execution of a contract must be distinguished from
12 the contract itself. There is no meeting of the
13 minds of the parties while they are merely negotiat-
14 ing as to the terms of an agreement to be entered
15 into. To be final the agreement must extend to all
16 the terms which the parties intend to introduce, and
17 material terms cannot be left for future settlement,
18 nor is there a binding contract where although its
19 terms have been agreed on orally, the parties have
20 also agreed that it shall not be binding until evidenced
21 by writing. The same rule applies whether the
22 preliminary negotiations were oral or in writing, if
23 it manifestly appears that certain parts of the con-
24 tract are later to be agreed upon and inserted in the
25 formal draft."

26 See also Dillingham v. Dahlgren, (1921) 52 C.A. 322, 198 P. 832,
27 and Bonk v. Boyajian, (1954) 128 C.A. 2d 153, 274 P. 2d 948, containing
28 similar language.

29 These principals apply here. Assuming Exhibit "A" is an accurate
30 account of the Directors meeting of October 11, 1955, it appears that as of
31 that date the price to be paid for the stock had not been determined, for
though it is stated that they were to be sold for book value, the date on which

1 the book value of the stock was to be computed was not specified. Again,
2 in the second paragraph, page 3, of Exhibit "A" appear the words:

3 "In conclusion it was decided by all parties that
4 Mr. Martin was to be given a seven day option in
5 which to purchase the stock of Messrs. Cooke and
6 Turcott, as above mentioned. Mr. Gage was then
7 instructed to prepare a letter setting forth the terms
8 of subject option."

9 Considering that it is stated that the parties decided Martin "was to be
10 given a seven day option", that Gage was instructed to prepare a letter
11 setting forth the terms of the agreement and that there was no provision
12 for determining price, it is evident that the parties were involved only in
13 preliminary negotiations on October 11, 1955 and that if they contemplated
14 any contract it was to be agreed upon in the future.

15 Exhibit "B", Gage's letter, is addressed to all of the parties, not to
16 the plaintiff alone, and requires initialling and returning by all parties in
17 order to be "binding" and "valid", not by the plaintiff alone, which is not
18 only inconsistent with the allegations that Gage was the agent of defendants
19 but which also is contradictory to the allegations pleading any agreement
20 existing prior to the initialling and returning of said letter and demonstrates
21 that Mr. Gage understood that no contract existed.

22 The contradictions and opposing terms contained in the minutes of
23 October 11, and subsequent correspondence indicates that the parties never
24 came to any definite understanding. Reference is made to 4a, following,
25 which notes the varying and contradictory terms of Exhibits "A", "B", "C"
26 and "D" and of the writing not attached as exhibits to plaintiff's complaint
27 but which will be offered in evidence.

28 None of the writings noted on page 4a is identical in respect to the
29 essential terms of a contract of the nature alleged by plaintiff to have been
30 formed by the parties. In a letter by Gage dated October 12, 1955, it is
31 noted generally in support of the book value theory, but
32 yet, the writings are contradictory in respect to the meaning of book value.

COMPARISON OF WRITINGS CONCERNING NEGOTIATIONS ALLEGED BY PLAINTIFF TO CONSTITUTE A CONTRACT

EXHIBIT "A" (Amended Minutes)	EXHIBIT "B" (Gage's letter of October 14, 1955)	EXHIBIT "C" (Escrow Instructions)	EXHIBIT "D" (Martin's letter)	Original Minutes	Gage letter to Cooke Dated October 14, 1955	Cooke letter Dated October 14, 1955
Sale price of stock- book value plus \$6,000.	Sale price-book value less goodwill plus \$6,000.	Sale price-book value plus \$6,000.	Sale price-book value less goodwill plus \$6,000.	Same as Exhibit "A"	Sale price- book value less goodwill plus \$6,000.	Book value added to in- clude good- will
Time for deter- mining book value	Book value to be determined as of the day of opening of escrow	Book value to be determined on or before November 17, 1955	Book value as of October 11, 1955	Same as Exhibit "A"	Book value to be determined as of the day of open- ing of escrow	Time for determining book value
Combination of an executed incomplete contingent agreement and an unexecuted in- complete contingent agreement	An unexecuted option only	A bi-lateral agreement executed by Martin only	Refers to option	Same as Exhibit "A"	-----	-----
A specified time to open escrow	A specific time to open escrow	-----	-----	Same as Exhibit "A"	-----	-----
Conflicting with original minutes as set forth in Gage letter to Cooke Dated October 14, 1955	-----	-----	-----	Later amended by Exhibit "A"	Notes lack of consent of Defendants to minutes as written	-----

1 that is, some writings indicate the agreement was that goodwill was to be
2 included in book value and other writings refer to an agreement that goodwill
3 was to be left out of book value. The inclusion or exclusion of goodwill
4 from book value would mean a difference of nine thousand dollars (\$9,000.00)
5 in the price to be paid for the shares. Such a wide disparity in price does
6 not indicate that there was mutual assent between the parties. Raising or
7 lowering selling price by nine thousand dollars (\$9,000.00) would affect
8 both the seller's decision to sell and the buyer's decision to buy and would
9 result in different tax consequences.

10 Whether it is concluded that Exhibit "E" originated from the plaintiff
11 or the defendants, its uncontradicted and plain meaning is that no agreement
12 was reached prior to its execution and on its face it was never executed but
13 on the contrary was specifically rejected by the terms of the letter from
14 defendants to Gage, dated October 17, 1955, and included as Exhibit "D"
15 of plaintiff's first unamended complaint.

16 Exhibit "D", the next communication in point of time, further supports
17 defendants' contention that the particular facts pleaded do not support
18 plaintiff's conclusions. Said exhibit recites that book value should be
19 determined as of October 11, 1955, as compared to no date in Exhibit "A"
20 and opening of escrow in Exhibit "B". No agreement had been reached and
21 said Exhibit "D" indicates that the plaintiff considered none had been by
22 requesting defendants to execute the escrow instructions referred to therein.

23 Exhibit "C" is unexecuted by either the sellers or their attorney. All
24 of the terms regarding time set out in paragraph 7 thereof are different
25 from or are additions to the terms set out in Exhibit "A" and Exhibit "B".
26 The plaintiff seeks here to impose a contract upon the defendants against
27 their will as set out in the letter of October 17, 1955, from defendants to
28 Gage. To compel defendants to perform a contract unexecuted by them and
29 without agreement as to its terms would deprive them of the right to
30 freedom of consent as set out in Section 1509 of the California Civil Code
31
32

1
2 II

3 IT IS A REQUISITE OF EVERY CONTRACT THAT THERE
4 MUST BE AN OFFER AND AN ACCEPTANCE.

5 The manifestation of mutual assent is usually accomplished through the
6 medium of an offer communicated to the offeree and an acceptance communi-
7 cated to the offeror. See American Bldg., etc. v. Ind. Ins. Co., (1932)
8 214 C. 608, 7 P. 2d 305.

9 "A contract between two parties is created by
10 a proposal or offer by one of the parties and an
11 acceptance thereof by the other."

12 Tuso v. Green, (1924) 194 C. 574, 229 P
13 327, 329.

14 A. AN OFFER WAS NOT MADE BY DEFENDANTS.

15 1. Assuming that it contained a complete description of
16 terms, Exhibit "A" is confusing in respect to whether an offer
17 was made by defendants to sell their shares or whether there
18 was an option given by defendants to plaintiff. On page 2 of
19 Exhibit "A", it is stated that defendants "offered to sell their
20 stock to Mr. Martin." (Emphasis added.) On the same page
21 of Exhibit "A" it is stated, "Mr. Martin was to be given a
22 seven-day option." On page 3 of Exhibit "A" the word
23 "offer" again appears. It is uncertain therefore from Exhi-
24 bit "A" whether there was an offer made or an option given
25 by defendants at the October 11, 1955 meeting. If there was
26 no consideration the alleged option was merely a revocable
27 offer. See Podesta v. Mehrten (1943) 57 C.A. 2d 66, 134
28 P. 2d 38. Exhibit "A", Exhibit "B" and plaintiff's complaint
29 do not allege that plaintiff gave consideration for an option
30 of purchase.

31 2. The offer must be definite in order that the
32 resulting contract must be definite. White Lunch Co. v. White
33 & Sons v. White Lunch Co., (1928) 92 C.A. 457, 268 P. 490.

1 Though stating defendants made an offer to sell, Exhibit "A"
2 and other writings, on which plaintiff bases his action, indi-
3 cate that it was not a valid offer, for it was uncertain in two
4 respects. First, there was uncertainty as to the price to be
5 paid for the shares. Exhibit "A" states the shares were to
6 be sold for their book value, a term rendering price uncer-
7 tain when no date for determining book value is provided for
8 in the offer. Second, assuming an offer was made by defen-
9 dants, it was uncertain, and therefore invalid, in indicating
10 the manner by which it was to be accepted. On page 5 of
11 Exhibit "A" it is indicated that plaintiff was to advise at a
12 meeting to be held October 18, 1955, "whether he was able
13 to raise the necessary funds and accept the offer of Messrs.
14 Cooke and Turcott." Yet, Exhibit "B" provides for a
15 second and different mode of acceptance - viz. opening of
16 escrow and the deposit by plaintiff of thirty thousand dollars
17 (\$30,000.00) therein. These facts render any offer made by
18 defendants too uncertain to be capable of acceptance.

19 B. IF DEFENDANTS MADE AN OFFER, IT WAS REVOKED.

20 "A proposal is revoked:

- 21 1. By the communication of notice of revocation by
22 the proposer to the other party, in the manner pre-
23 scribed by sections fifteen hundred and eighty-one
24 and fifteen hundred and eight-three, before his
25 acceptance has been communicated to the former;"

26 California Civil Code, Sec. 1587, 1.

27 "Consent can be communicated with effect,
28 only by some act or omission of the party con-
29 tracting, by which he intends to communicate it,
30 or which necessarily tends to such communication."

31 California Civil Code, Sec. 1581.

Consent is deemed to be fully communicated

1 between the parties as soon as the party accepting
2 a proposal has put his acceptance in the course of
3 transmission to the proposer,"

4 California Civil Code, Sec. 1583.

5 "If a contract is made by exchange of letters or
6 telegrams, it is held to have been made at the place
7 where the letter is mailed, or telegram filed, con-
8 taining an unconditional acceptance by one party of
9 the offer of the other."

10 Bank of Yolo v. Sperry Flour Co., (1903)

11 141 C. 314, 315; 74 P. 855

12 ". . . it seems to be settled that when a pro-
13 posal is unconditionally accepted by a letter
14 deposited in the mail properly addressed to the
15 proposer the contract is complete."

16 People v. Twedt, (1934) 1 C. 2d 392, 397;

17 35 P. 2d 324.

18 "If actual communication were necessary for the
19 formation of a contract, or actual communication
20 of the revocation of an offer necessary for its with-
21 drawal, it would not suffice that a letter of acceptance
22 or revocation come into the possession of the person
23 addressed; it would be necessary for the letter to be
24 read. But the law in regard to this matter, as in
25 regard to other matters in the formation of contracts,
26 takes as its requirement an outward situation which
27 would ordinarily connote the existence of the state of
28 mind which would be necessary were mutual assent
29 required by law, a matter of actual as distinguished
30 from apparent assent. Accordingly, if a letter comes
31 into the possession of the person addressed, or of one
32 authorized to receive it, the contract is

1 reached its destination and is as effectual though
2 unread as if it were read." (Emphasis added)

3 Williston on Contracts, Sec. 89.

4 "In Sherwin v. Nat'l Cash Register Co., (1894) 5 Colo. App.
5 162; 38 P. 392, an offer and revocation were received
6 by the offeree in the same mail. The court held the
7 revocation effectual though there was no evidence
8 which letter was in fact read first. This holding
9 necessarily involves the conclusion that the posses-
10 sion of the revocation made it effectual."

11 Williston on Contracts, Sec. 89, Footnote 1.

12 "A written revocation is received
13 when the writing comes into the possession of the
14 person addressed,"

15 "Comment:

16 a. What amounts to receipt in all those cases is
17 defined by the present Section, under which a
18 written communication may be received though it
19 is not read."

20 Restatement of Contracts, Sec. 69.

21 "In Section 41 (Restatement of Contracts) the
22 ordinary rule as to when a revocation is effective
23 is stated, namely, upon receipt by the offeree. In
24 California and the two Dakotas such is not the law:
25 it is effective upon dispatch by the offeror." (State-
26 ment in parentheses added)

27 17 California Law Rev., 441, 446.

28 ". . . . revocation would be deemed to be fully
29 communicated between the parties as soon as the
30 party making the revocation places his notice of revo-
31 cation in the hands of the postman or other person
32 whom the offer was made. Hence it would necessarily

1 follow that any acceptance of the offer made after
2 the person making the offer had deposited in the
3 post office the letter containing notice or revoca-
4 tion would be ineffectual for the purpose of con-
5 cluding the contract."

6 Watters v. Lincoln, (1912) 29 S.D. 98;
7 135 N.W. 712, 715.

8 As was noted in Paragraph II A hereinabove, Exhibit "A" and Exhibit
9 "B" render it uncertain whether there was an offer made or an option given
10 by defendants to plaintiff and that since there was no consideration for an
11 option at most there was a revocable offer. See Podesta v. Mehrten, (1943)
12 57 C.A. 2d 66; 134 P. 2d 38, *supra*, saying also:

13 "It is, of course, the law that where there is no
14 consideration to support an option it may be with-
15 drawn at any time before acceptance."

16 It is clear from the wording of Sec. 1581, Subsec. 1, California Civil
17 Code, that revocation by letter is effective in California when mailed.
18 Though there are no cases in California construing that section and subsec-
19 tion, the South Dakota case of Watters v. Lincoln, *supra*, held revocation
20 is effective upon mailing. Sections 1587, 1581 and 1583 of the California
21 Civil Code were copied in the Civil Code of South Dakota, the language
22 being the same.

23 Assuming an offer was made by defendants, it was withdrawn, or
24 revoked, upon the mailing of the letter dated October 17, 1955, signed by
25 defendants and Attorney Brett Smithers, a copy of which was mailed special
26 delivery to plaintiff, and which was attached as Exhibit "D" to plaintiff's
27 first unamended complaint filed herein. It would make no difference accord-
28 ing to the above-cited authorities whether plaintiff read said letter or not; it
29 would still be an effective revocation.

30 A deposit of funds with a third party is not such an act as will amount
31 to acceptance or prevent revocation.

32 The performance of the conditions of a proposed contract, or

1 the acceptance of the consideration offered with a
2 proposal, is an acceptance of the proposal. "

3 California Civil Code, Sec. 1584.

4 Plaintiff's deposit of Thirty Thousand Dollars (\$30,000.00) in escrow
5 did not constitute acceptance on his part because the consideration did not
6 go to defendants, and in any event, the letter of revocation was mailed prior
7 to opening of escrow.

8 The facts of Sousa v. First California Co., 101 C.A. 2d 533; 225 P. 2d
9 955, quoted at length in Paragraph III hereinbelow, are analogous to those of
10 the instant case, although there the Statute of Frauds was the main concern
11 of the court.

12 Los Angeles Traction Co. v. Wilshire, (1902) 135 C. 654; 658, 67 P.
13 1086, held the offeror could not revoke after the offeree had partially
14 performed. There, the offeree had expended a large sum of money in
15 reliance on the offer when the offeror revoked. In such a situation it was
16 held to be unjust to allow the offeror to withdraw his offer. Here, however,
17 the deposit of Thirty Thousand Dollars (\$30,000.00) in escrow was no loss
18 to plaintiff, for he could and did withdraw it prior to completion of escrow.

19 C. IF PLAINTIFF MADE AN OFFER, IT WAS REJECTED
20 BY DEFENDANTS.

21 1. An offer may be terminated by rejection.

22 "A communication from the offeree to the offeror,
23 stating in effect that the offeree declines to accept
24 the offer is a rejection."

25 People v. Twedt, (1934) 1 C. 2d 392, 397;
26 35 P. 2d 324.

27 If an offer was made by plaintiff to purchase the shares
28 of defendants it was rejected by the terms of the letter dated
29 October 17, 1955, signed by defendants and Attorney Brett
30 Smithers, which was attached as Exhibit "D" to plaintiff's
31 original, unamended complaint. There seems to be no author-
32 ity in California deciding when a letter of rejection becomes

1 effective. Williston on Contracts, Section 52, states there
2 are two views in this country concerning when rejection by
3 mail takes effect -- upon receipt by the offeror and upon mail-
4 ing by the offeree. But we are not concerned with the time the
5 rejection letter of October 17, 1955, took effect, for there
6 were no acts by defendants, either before plaintiff received
7 a copy of said letter or before it was mailed, which could be
8 deemed acceptance of an offer made by plaintiff.

9 2. An offer may be rejected by an equivocal acceptance.

10 "To be effective an acceptance must be unequivocal
11 and positive and must comply with the terms of the
12 offer. The addition of any condition or limitation is
13 tantamount to a rejection of the original offer. . . ."

14 Ajax Holding Company v. Heinbergen,

15 (1944) 64 C.A. 2d 665, 669;

16 149 P. 2d 189.

17 "It is the established law that an acceptance to
18 result in the formation of a binding contract must
19 meet exactly and precisely the terms proposed in
20 the offer; and if something different is made a con-
21 dition of the alleged acceptance no contract arises."

22 Howard v. Chow, (1938) 27 C.A. 2d 755,

23 757; 81 P. 2d 994.

24 On Page 2, Fourth paragraph of Exhibit "A" it is stated
25 that defendants offered to sell their stock to plaintiff followed by
26 the statement: "Mr. Martin stated that he would accept their
27 offer, subject to the contingency of his being able to raise the
28 money." The alleged acceptance was a rejection of the offer.

29 "An acceptance must be absolute and unqualified. . .
30 unqualified acceptance is a new proposal."

31 California Civil Code, Sec. 1585.

32 "unqualified acceptance is a new proposal."

1
2 Hunkins-Wallis Co. v. Los Angeles Ware-
3 house Co., (1908) 155 C. 41, 46;
4 99 F. 369.

5 Since plaintiff's alleged acceptance was qualified it amounted to a new
6 proposal which was rejected by defendants' letter of October 17, 1955.

7 D. ASSUMING OFFERS WERE MADE BY ALL PARTIES,
8 NO OFFER WAS ACCEPTED.

9 Assuming plaintiff made an offer to purchase the shares of defendants,
10 there was no acceptance by defendants of such an offer either oral, written
11 or by act so as to form a contract. An acceptance by plaintiff conditioned
12 on his being able to raise the money amounted to a qualified acceptance and a
13 rejection of the offer.

14 "If a proposal prescribes any conditions con-
15 cerning the communication of its acceptance, the
16 proposer is not bound unless they are conformed
17 to."

18 California Civil Code, Sec. 1582.

19 On Page 3 of Exhibit "A", it is stated that plaintiff was to advise
20 defendants at a meeting to be held October 18, 1955, whether he was able to
21 raise the necessary funds and accept the offer of Messrs. Cooke and Turcott."
22 It is not alleged that plaintiff indicated at a meeting on October 18, 1955, that
23 he accepted the offer. Instead, he wrote a letter dated October 17, 1955,
24 signifying acceptance. Since acceptance was not communicated in the manner
25 prescribed, defendants were not bound.

26 Exhibit "B" indicates the option referred to therein was to be exercised
27 by opening of escrow and the deposit of Thirty Thousand Dollars (\$30,000.00)
28 therein by plaintiff. Plaintiff alleges he opened escrow and deposited the
29 Thirty Thousand Dollars (\$30,000.00). However, no consideration is alleged
30 for the option and it was revoked by the mailing of the revocation letter dated
31 October 17, 1955. The evidence will show that said letter was mailed prior
32 to opening of escrow.

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III

THE ALLEGED CONTRACT VIOLATES THE STATUTE
OF FRAUDS.

A. THE STATUTE OF FRAUDS IS APPLICABLE TO THE
ALLEGED CONTRACT.

"A contract to sell or a sale of any goods or choses
in action of the value of five hundred dollars or upwards
shall not be enforceable by action unless the buyer shall
accept part of the goods or choses in action so contracted
to be sold, or sold and actually receive the same, or
give something in earnest to bind the contract, or in
part payment, or unless some note or memorandum in
writing of the contract or sale be signed by the party to
be charged or his agent in that behalf."

California Civil Code, Sec. 1724 (1)

"A contract to sell and deliver stock in a
corporation of the value of \$500.00 or upwards
is within the Statute of Frauds."

Berkey v. Halm, (1950) 101 C.A. 2d 62,
67; 224 P. 2d 885.

There is no allegation in the complaint that defendants, "parties to be
charged" within the terms of Section 1724 (1), signed either Exhibit "A" or
Exhibit "C", or that they initialled or returned Exhibit "B" as requested by
Attorney Gage. The complaint does not allege any other memorandum con-
taining terms of the agreement was signed by defendants.

B. THE EQUAL DIGNITY RULE IS APPLICABLE.

"...an authority to enter into a contract
required by law to be in writing can only be given
by an instrument in writing."

California Civil Code, Sec. 2309

E. K. Wood v. Moore Mill & Lumber Co.,

(1935) 97 F. 2d 402, 407.

1 Attorney Gage's signature on Exhibit "B" does not satisfy Section 1724
2 (1). It is not logical to assume Gage represented defendants, for Exhibit "A"
3 refers to Gage as "attorney for the Corporation" and Exhibit "B" is
4 addressed to all parties. Even if Gage were defendants' agent in fact, the
5 complaint fails to identify a writing signed by defendants constituting Gage
6 their agent.

7 C. THERE WAS NO PART PAYMENT.

8 The alleged deposit of Thirty Thousand Dollars (\$30,000.00) in an
9 escrow selected and instructed by plaintiff does not constitute part payment,
10 within the meaning of Section 1724 (1).

11 "A deposit in escrow. . . is not part payment
12 under the statute. . . . The payment required
13 by the statute is the usual payment, as the term is
14 commonly understood, whereby the vendee uncon-
15 ditionally transfers money or property to the vendor
16 which the vendor unconditionally accepts in discharge
17 pro tanto, of the purchase price."

18 Sousa v. First California Co., (1950) 101

19 C.A. 2d 533; 225 P. 2d 955, 959.

20 By depositing Thirty Thousand Dollars (\$30,000.00) in escrow plaintiff
21 did not unconditionally transfer money or property to defendants, for he
22 could withdraw the money at any time and later did so.

23 See also Leonard v. Roth, 164 Mich. 646, 130 N.W. 208, cited by the
24 Sousa case, where a purchaser of stock deposited a sum of money with the
25 attorney for the seller for the purpose of releasing the seller's stock which
26 was held as collateral for an indebtedness of the seller to a third party. The
27 agreement was that the purchaser was entitled to a return of the deposit in
28 the event the attorney did not secure a release of the stock within six months.
29 The Court held, "We do not regard the transaction with reference to the six
30 hundred dollars (\$600.00) as establishing a payment within the meaning of the
31 statute of frauds."

32 D. THERE WAS NO SUFFICIENT MEMORANDUM.

1 "A writing that leaves the price of the property
2 to be subsequently fixed by agreement of the parties,
3 is not sufficient to meet the requirements of the
4 Statute of Frauds."

5 Booths v. Levy (A) and Zentner (J.) Co.,

6 (1913) 21 C.A. 427; 131 P. 1062, 1063

7 "The memorandum must contain all the material
8 elements of the contract; that is, it must show who
9 is the seller and who is the buyer, what the price
10 is and when it is to be paid. . . ."

11 Fritz v. Mills, (1915) 170 C. 449, 458;

12 180 P. 371.

13 Breckinridge v. Crocker, (1889) 78 C. 529,

14 535; 21 P. 179.

15 Exhibit "A", even if signed by defendants, would violate Section 1724 (1),
16 Civil Code. The statement therein that Gage was instructed to prepare a
17 letter setting forth terms of the alleged option coupled with indefiniteness as
18 to price for the stock indicates Exhibit "A" was not a memorandum of a
19 complete agreement.

20 A memorandum which shows that a further contract is contemplated or
21 that final arrangements respecting certain issues yet remain to be made, will
22 be deemed an insufficient compliance with the Statutes of Frauds. See Niles
23 v. Hancock, (1903) 140 C. 157; 73 P. 840.

24 E. BURDEN.

25 In Barton v. Barton, (1938) 10 C. 2d 578; 75 P. 2d 1057, the court held
26 that the burden was on plaintiff to prove the existence of a memorandum in
27 compliance with the Statute of Frauds saying:

28 "The court finds that plaintiff failed to meet
29 the burden of proof of establishing that said
30 letters or any of them contained any promise
31 or agreement on the part of defendant.

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IV

EQUITY WILL NOT SPECIFICALLY ENFORCE A CONTRACT
UNCERTAIN IN ITS TERMS AND IN VIOLATION OF THE
STATUTE OF FRAUDS.

A. THE ALLEGED CONTRACT IS UNENFORCEABLE
BECAUSE IT IS UNCERTAIN.

"The following obligations cannot be specifically
enforced:

" 6. An agreement, the terms of which are not
sufficiently certain to make the precise act which
is to be done clearly ascertainable."

California Civil Code, Sec. 3390, 6.

"It is elementary that equity requires as a
condition of specific performance, a clear mutual
understanding and a positive assent on both sides
as to the terms of the contract, and it will with-
hold the exercise of jurisdiction in that respect
unless there is such a degree of certainty as to
do complete equity. The contract must not only
contain all the material terms, but the terms must,
in the language of the Code, be sufficiently certain
to make the precise act which is to be done clearly
ascertainable. Civil Code, Section 3390 (6), 23 Cal.
Jur. 429, Section 11."

Anderson v. Perminter, (1947) 78 C.A. 2d
378, 382; 177 P. 2d 818.

Though the Anderson v. Perminter case does not involve a contract for
the sale of corporate stock, the facts are similar to those of the instant
case in respect to failure of the contract to make price definite. There,
plaintiff sought specific performance in equity of an alleged contract for the
sale of the defendant's grocery business. The sale price was a certain
amount to be reduced by a sum proportionate to the amount by which a stock

1 inventory figure set by the parties exceeded the actual inventory value of
2 the stock. No inventory was taken, thereby rendering price uncertain, and
3 the court did not enforce the contract. Here, if the parties agreed the
4 sale was to be made for book value of the shares, they failed to state the
5 time for determining book value. In the *Perimeter* case no inventory of
6 the goods to be sold was taken. Both inventory and book value are standards
7 which can be utilized to make price certain; but without assigning a fixed
8 dollar and cents value to them, they are meaningless terms.

9 "In all contracts of sale, assignment and the like,
10 the price is, of course, a material term. It must
11 either be fixed by the agreement itself, or means
12 must be therein provided for ascertaining it with
13 certainty. In the absence of such provision, either
14 stating it or furnishing a mode for fixing it, the
15 agreement would be plainly incomplete and could
16 not be enforced."

17
18 Huston v. Harrington, (1910) 107 F. 874,
19 876; 58 Wash. 51.

20 In the *Huston* case, plaintiff sought specific performance of a contract
21 for the sale of corporate stock, the agreed purchase price for which was to
22 be "not less than thirty thousand dollars (\$30,000.) and as much more than
23 said sum as said stock and interest may be sold for to any person other
24 than the said R. J. Huston." The court affirmed a judgment of the lower
25 court for defendant, holding that price was indefinite. See also, St. Paul &
26 Tacoma Lumber Co. v. Fox, et al., (1946) 173 P. 2d 194; 26 Wash. 2d 109,
27 a case which in many ways is similar to the facts of the instant case. Plain-
28 tiff here too sought specific performance of a contract for the sale of
29 corporate stock. The price fixed was \$1,500,000.00 "adjusted more or
30 less as follows" which was followed by suggestions as to adjustment in value
31 of certain assets and further providing that changes in these items by
32 corrections, purchase or sale will, by mutual consent, be established --
33
34 The court affirmed the lower court's judgment:

1 for defendant on the ground, among others, that sale price was indefinite,
2 saying, "It seems plain to us that the offer shows on its face that many
3 things were to be decided in the future by mutual consent before the sale
4 price of the stock could be determined."

5 In the Huston case price was uncertain for the court could not determine
6 with certainty how much more than thirty thousand dollars (\$30,000.00) the
7 stock could be sold for to a third person. In the instant case price was even
8 more uncertain for no dollars and cents amount was agreed upon by the
9 parties and no standard was chosen by which price could be fixed. In the
10 St. Paul case price was only preliminary to changes later to be made by
11 mutual consent of the parties. In our case agreement as to price was even
12 in more of a preliminary negotiation stage since no amount and no standard
13 were mutually agreed to.

14 It is presumably within the court's judicial knowledge that book value
15 is determined by a computation of all long term and current liabilities and
16 assets including the value of work in process. The latter must be calculated
17 on the date of the statement and on no other date. Therefore, an agreement
18 requiring the determination of book value as of a date in the past is impos-
19 sible to perform unless a statement had been prepared as of that date.

20 It is also worthy of note that book value in a small manufacturing
21 concern is a rapidly fluctuating figure so that a precise date is necessary
22 in order to make the price certain.

23 "That a greater degree or amount of certainty
24 is required in the terms of an agreement which
25 is to be specifically executed in equity than is neces-
26 sary in a contract which is the basis of an action for
27 damages has often been declared."

28 Long Beach Drug Co. v. United Co., (1939)

29 13 C. 2d 158, 164; 88 P. 2d 698.

30 2. ORAL AGREEMENT VIOLATING THE STATUTE

31 ORAL AGREEMENT VIOLATING THE STATUTE

32 "An oral agreement within a statute requiring a

1 writing is not a contract. It cannot as a general
2 rule furnish the basis for an action for enforcement
3 of its terms. The law will not make valid without
4 a writing that which the law requires to be in writ-
5 ing."

6 Estate of Horn, (1951) 102 C.A. 2d 635,
7 639; 228 P. 2d 99.

8 In accord is Matheron v. Ramina Corp., (1920) 49 C.A. 690; 194 P. 86.

9 V

10 PLAINTIFF HAS NO CAUSE OF ACTION AGAINST DEFENDANTS,
11 AS JOINT VENTURERS OR PARTNERS.

12 In the ninth cause of action of plaintiff's complaint it is alleged that
13 Fleetwood Machine Products Corporation has no existence separate and apart
14 from that of defendants, that the corporation is merely the alter ego of
15 defendants and that plaintiff has suffered damages in a stated amount as a
16 result of being wrongfully excluded from the business by defendants.

17 A. IN ORDER FOR PLAINTIFF TO "PIERCE THE
18 CORPORATE VEIL" AND SUE DEFENDANTS AS INDIVIDUALS,
19 PLAINTIFF MUST PROVE THAT THE CORPORATION HAS NO
20 EXISTENCE APART FROM DEFENDANTS AND THAT HE WAS
21 WRONGEY EXCLUDED FROM THE CORPORATE BUSINESS.

22 "Before the acts and obligations of a corporation
23 can be legally recognized as those of a particular
24 person, and vice versa, the following combination
25 of circumstances must be made to appear: First,
26 that the corporation is not only influenced and gov-
27 erned by that person, but that there is such a unity
28 of interest and ownership that the individuality or
29 separateness, of the said person and corporation
30 has ceased; second, that the facts are such that an
31 adherence to the fiction of the separate existence of
the corporation would, under the particular circum-

stances, sanction a fraud or promote injustice."

(emphasis added)

Minifie v. Rowley, (1922) 187 C. 481, 487;

202 P. 673.

In Hollywood Cleaning and Pressing Co. v. Hollywood Laundry Service,
(1932) 217 C. 124; 17 P. 2d 709, 711, the court said:

"The law is well settled that in order to cast
aside the legal fiction of a distinct corporate ex-
istence, it must appear that the corporation is the
business conduit and alter ego of its stockholders,
and that to recognize it as a separate entity would
aid in the consummation of a wrong. In other words
not only must it appear that one man or two men
own the stock and control the policies, but it
must also be shown that there is such a unity of
interest and ownership that the individuality of
such corporation and such person or persons has
ceased; and it must further appear from the facts
that the observance of the fiction of separate ex-
istence would under the circumstances sanction a
fraud or promote injustice."

See also the following:

Wiseman v. Sierra Highland Mining Co.,

(1941) 17 C. 2d 690; 111 P. 2d 646.

Chiarello v. Axelson, 25 C.A. 2d 157;

76 P. 2d 731.

Marr v. Postal Union Life Insurance Co.,

40 C.A. 2d 673; 105 P. 2d 649.

In the case of R. H. Elsbach v. Walter J. Mulligan, Herman Elsbach
& Sons Inc., (1943) 58 C.A. 2d 354; 136 P. 2d 651, the court permitted
one adventurer to maintain an action for damages against his co-adventurer
in spite of the latter's insistence that he could not be sued personally, thus

1 disregarding the corporate entity. However, in that case it was clear from
2 the facts presented that defendant was engaged in wrongful and unjust activity
3 against plaintiff, endeavoring to discredit him by making false representa-
4 tions to others concerning his character and business ability.

5 B. DEFENDANTS HAVE NOT COMMITTED WRONGFUL
6 OR FRAUDULENT ACTS SO AS TO PERMIT THE COURT TO
7 DISREGARD THE CORPORATE ENTITY.

8 Unless those who manage a corporation are guilty of fraud or some
9 other wrong, the existence of the corporation will be recognized. In
10 Quader-Kino A.G. v. Nebenzal, (1950) 35 C. 2d 287; 217 P. 2d 650, since
11 the trial court failed to find on the facts that defendant had committed a
12 wrong, the appellate court refused to recognize defendant as the "alter ego"
13 of a corporation of which he was the majority stockholder.

14 The evidence will show that it was necessary to discharge plaintiff
15 from employment by the corporation in the interest of its business existence
16 and that plaintiff was incompetent and negligent in handling the affairs of
17 the company. Relieving plaintiff of his employment with the company under
18 such circumstances did not constitute a wrong, fraud or bad faith by
19 defendants; on the contrary, it was their duty as officers and directors,
20 serving in the best interests of the corporation, to dismiss plaintiff.

21 Article IV, Section 4 of the By-Laws of Fleetwood Machine Products
22 provides:

23 "Any officer may be removed either with or
24 without cause by a majority of the directors at the
25 time in office, at any regular or special meeting
26 of the board, or, except in case of an officer chosen
27 by the board of directors, by any officer upon whom
28 such power of removal may be conferred by the
29 board of directors."

30 Under this provision, plaintiff could have been removed from his
31 office without cause though there was no provision for removal without cause.

32 In Templeman v. Grant, (1924) 75 Colo. 519; 227 P. 555, 561, the

1 court said:

2 "The power to remove an officer for cause
3 inheres in every corporation as a part of its
4 being. The power of removal extends to all of
5 the officers of a corporation, including the
6 president.

7 "Where a by-law provides that any officer
8 might be removed by a majority vote of the
9 board whenever the best interests of the com-
10 pany might require it, it was for the directors
11 and not for the court to determine what was for
12 the best interests of the company. 3 Fletcher
13 Cyc. Corp., Section 1822; Griffith v. Sprowl,
14 45 Ind. App. 504, 91 N.E. 25.

15 The facts of said case are similar to those of the instant case. There,
16 three directors of a five man board of directors held a meeting and voted to
17 remove the other two who were the president and vice-president of the
18 corporation. The two officers who were removed brought suit to prevent
19 their removal alleging in their complaint that the other directors fraudulently
20 schemed and designed to dissipate the corporation's assets. Affirming the
21 judgment of the trial court in favor of defendants, the appellate court found
22 that plaintiffs had involved the company with debts, that losses were large,
23 that plaintiffs had failed in their undertakings and that there was dissatis-
24 faction among stockholders. It found that the defendants' action in removing
25 plaintiffs was justified and was free from fraud. The by-laws of the corpora-
26 tion, as in the case before the court, provided the officers of the corporation
27 could be removed at any time by a majority of the board.

28 In Brindley v. Walker, 221 Pa. 287, 70 ATL. 794, the factual situation
29 was as follows: A corporation had three directors who also were its only
30 stockholders. Two directors dismissed plaintiff the third director from
31 his office as Secretary and Treasurer of the corporation without assigning
a cause for the dismissal. Plaintiff by writ of mandamus sought to compel

his reinstatement. The court affirmed judgment for defendant, saying:

"The directors and managing agents of a corporation have undoubted authority to revoke the powers of the inferior agents whom they have appointed. It would be practically impossible to carry on the business of a corporation without this power. It is therefore always implied. The power is a discretionary one, and the rightfulness of its exercise cannot be investigated by the courts.

See also Abberger et al., v. Kulp et al., (1935) 156 Misc. 210, 281 N.Y.S. 373, where the facts are also similar to the instant case. The court there stated:

“Irrespective of the existence of any provision in the certificate of incorporation or of a by-law, a corporation may remove a director during his term of office for cause arising from his acting in a manner inimical to the interests of the corporation.”

From the authorities above-cited it is clear that defendants at all times acted in the interests of the corporation and within their rights when they discharged plaintiff, that by doing so they were not guilty of fraud or wrongful conduct and that therefore there is no basis within the law upon which a court should refuse to recognize the existence of the corporation and "pierce the corporate veil."

Respectfully submitted,

SMITHERS, GOOD & POTTER

By BRETT SMITHERS
Brett Smithers
Attorney for Defendant

Fleetwood Machine Products, Inc.
11447 Vanowen Boulevard
North Hollywood, California

June 30, 1966

Mr. Wilfred Turcott
1906 Maple Street
Burbank, California

Re: Redemption of Shares of Stock
of
Fleetwood Machine Products, Inc.

Dear Mr. Turcott:

The undersigned corporation, Fleetwood Machine Products, Inc. ("FMP") hereby offers to redeem all of the issued and outstanding shares of stock of FMP now held by you and your wife in accordance with the following provisions of this letter:

1. Purchase Price. The total redemption price shall be \$121,000.00, and this total redemption price has been predicated upon the most recent year-end balance sheet and profit and loss statement of the corporation dated December 31, 1965.

2. Payment of Purchase Price. Payment of the purchase price is to be effected in the following manner:

(a) \$16,640.00 to be paid in cash to you upon the effective date of redemption.

(b) There is to be assigned and transferred to you free and clear of any interest or claim of FMP the policies of life insurance covering your life listed below with a cumulative credit to FMP of their present cash values totalling \$7,150.00:

<u>Face Value</u>	<u>Cash Value</u>	<u>Issuing Company</u>	<u>Policy Number</u>
\$50,000.00	\$1,900.00	Occidental Life Insurance Company of California	4029485
\$17,500.00	\$4,165.00	Mutual Life Insurance Company of New York	766-86-71 S
\$17,500.00	\$1,085.00	Mutual Life Insurance Company of New York	885-37-05 S
	<u>\$7,150.00</u>		

#2 - Mr. Wilfred Turcott
Re: Redemption of Shares of Stock of
Fleetwood Machine Products, Inc.
June 30, 1966

(c) The balance of the total redemption price of \$97,210.00 shall be evidenced by FMP's promissory note in your favor, with said note to be in the form and style as attached hereto, marked Exhibit "A", and by this reference thereto incorporated herein.

(d) The promissory note mentioned in Item (c), above, contemplates the transfer to you of that certain real property exclusive of buildings thereon now owned by FMP, at an agreed value of \$39,000.00, during the calendar year of 1967. Said note also contemplates the transfer to you of the buildings and improvements on said property during the calendar year of 1968 at an agreed value of \$58,210.00. The form of deed conveying the real property to you is annexed hereto, marked Exhibit "B", and by this reference thereto incorporated herein, and the form of the Bill of Sale and Deed conveying the improvements upon said real property to you is annexed hereto, marked Exhibit "C", and by this reference thereto incorporated herein.

(e) The promissory note mentioned as Item (c), above, is to be secured by a Financing Statement (Chattel Mortgage) in accordance with the provisions of the Uniform Commercial Code of the State of California. This Financing Statement shall be in the form annexed hereto as Exhibit "D", and by this reference thereto incorporated herein.

(f) The promissory note mentioned in Item (c), above, is also to be secured by a Deed of Trust upon the real property and improvements located at 11447 Vanowen Street, North Hollywood, California. Said real property and improvements are the same real property and improvements which are to be transferred to you by the undersigned corporation as required by the provisions of said promissory note. The form of said Deed of Trust is annexed hereto as Exhibit "E", and by this reference thereto incorporated herein.

3. Lease. The real property and improvements to be transferred to you are to be covered by a Lease and said Lease shall be in the form and style annexed hereto, marked Exhibit "F", and by this reference thereto incorporated herein.

#3 - Mr. Wilfred Turcott
Re: Redemption of Shares of Stock of
Fleetwood Machine Products, Inc.
June 30, 1966

4. Compliance with Law. The redemption of your shares of stock shall be effected in compliance with the laws of the State of California, and to the extent that it is available for such purpose from earned surplus in accordance with the requirements of Section 1707(c) of the Corporation's Code of the State of California. For the purpose of determining the amount of earned surplus of FMP the accountants for FMP may prepare a more current balance sheet and profit and loss statement for the period ending either April 30, 1966, or 31 May 1966. However, any financial statements of FMP subsequent to 31 December 1965 shall not operate to change or modify the redemption contemplated hereby, nor the redemption price.

To the extent that the earned surplus of FMP is unavailable or insufficient for the purpose of effecting the redemption, the balance of such redemption shall be completed from a reduction surplus in accordance with the provisions of Sections 1707(b), and 1904 through 1906 of the Corporation's Code of the State of California. The redemption shall comply with all other applicable laws of the State of California.

Both FMP and you shall execute such documents and shall take such action as may be necessary for the purpose of the proposed redemption in compliance with all laws. In this regard you agree to vote your shares of stock and to take such action as a director or officer of FMP in conjunction with the other shareholders, officers and directors of FMP, as may be reasonably required by the attorney for FMP in order to effect the redemption contemplated hereby.

5. Effective Date of Redemption. The effective date of redemption is hereby tentatively set for August 1, 1966. Both you, FMP, and the other shareholders, directors and officers of FMP, shall use their best efforts to conclude all requirements so that the redemption can be accomplished on the effective date. In the event that it is impossible to take all steps and to perform all actions required as a condition to accomplish the proposed redemption by said date, then the redemption may be concluded at any reasonable time after August 1, 1966, as can be accomplished. The actual date of redemption, if subsequent to August 1, 1966, shall become the effective date.

#4 - Mr. Wilfred Turcott
Re: Redemption of Shares of Stock
of Fleetwood Machine Products, Inc.
June 30, 1966

6. Disposition of Documents. Each of the original documents contemplated by this letter shall be executed within five (5) days after your acceptance hereof. The Grant Deed (Exhibit B) and the Bill of Sale and Deed (Exhibit C), and the Lease (Exhibit F) shall be deposited with Marshall L. McDaniel as Escrow Holder. Said Deed and Bill of Sale and Deed shall be delivered to you at the times required by the promissory note and Marshall L. McDaniel as Escrow Holder is hereby instructed so to do. The original executed Lease shall be delivered to you concurrently with the delivery of the Grant Deed (Exhibit B) and two executed counterparts shall be delivered to FMP at the same time. The promissory note (Exhibit "A"), the Deed of Trust (Exhibit E), and the Financing Statement (Exhibit D), shall be delivered to you on the effective date of the redemption, together with cash in the amount of \$16,640.00, and the assignments of the insurance policies mentioned in Paragraph 2(b) hereof.

The promissory note to be executed and delivered to you contains blank spaces which relate to the commencement date for interest payments and principal payments. The Escrow Holder is hereby authorized and instructed to insert the appropriate dates in said blank spaces, which are to be respectively, six (6) months after the effective date and twelve (12) months after the effective date of the redemption.

The shares of stock of FMP owned by you shall be physically delivered to FMP by you on the effective date of redemption. Said shares shall be assigned by you to FMP by form of an assignment of shares separate from the certificate or certificates in the form attached hereto, marked Exhibit "G", and by this reference thereto incorporated herein.

7. Costs of Redemption. FMP shall be responsible for and shall pay all legal fees and accounting fees in relation to the proposed redemption, except that you shall be responsible for any independent attorneys or accountants you might employ in relation to this transaction.

If the foregoing offer and exhibits annexed hereto are acceptable to you and your wife, would you both please so indicate by signing and returning two (2) copies of this

#5 - Mr. Wilfred Turcott
Re: Redemption of Shares of Stock
of Fleetwood Machine Products, Inc.
June 30, 1966

letter enclosed herewith. This offer shall terminate fourteen (14) days from its date unless accepted prior to that time. At such time as you and your wife both accept this offer (as shall be indicated by your acceptance at the end hereof) then FMP shall immediately instruct its attorneys and accountants to proceed with all necessary steps to effect the redemption on the planned effective date thereof.

This agreement upon its acceptance shall operate to merge and cancel all prior negotiations and agreements concerning Fleetwood Machine Products, Inc. and its shares of stock.

Very truly yours,

FLEETWOOD MACHINE PRODUCTS, INC.

By Milwood Cooke
Milwood Cooke, President

ACCEPTED AND APPROVED
this 1st day of
July, 1966

Wilfred Turcott
Wilfred Turcott

Judith A Turcott
Judith Turcott

PROMISSORY NOTE

\$97,210.00

North Hollywood, California

August 29, 1966

In installments as herein stated, for value received, the undersigned corporation promises to convey to WILFRED TURCOTT ("Payee"), or order, the real property and improvements herein-after described of an agreed value of Ninety-Seven Thousand Two Hundred Ten Dollars (\$97,210.00), with interest from August 29 1966, on the unpaid principal at the rate of eight per cent (8%) per annum, payable semi-annually, commencing January 29, 1967.

Principal payable in two (2) installments, as follows:

1. On August 29 1967, the undersigned corporation shall deliver or cause the delivery to the Payee of a Grant Deed conveying to Payee that certain real property, exclusive of improvements thereon, located at 11447 Vanowen Street, North Hollywood, California 91605. For all purposes of this Note, said real property, exclusive of improvements, has an agreed upon value of \$39,000.00. The form of the Grant Deed and the legal description contained therein has heretofore been agreed upon between the undersigned corporation and the Payee.

2. Twelve (12) months after the date specified in Paragraph 1, above, the undersigned corporation shall deliver or cause the delivery to the Payee of a Bill of Sale and Deed conveying to Payee those certain improvements, exclusive of land, now existing upon the premises located at 11447 Vanowen Street, North Hollywood, California 91605, together with any additions thereto or any replacements thereof. For all purposes of this Note said improvements, exclusive of land, have an agreed upon value of \$58,210.00. The form of the Bill of Sale and Deed has heretofore been agreed upon between the undersigned corporation and the Payee.

In the event of any casualty occurring to the improvements prior to the conveyance thereof to Payee, and if said improvements are not replaced with other improvements of an equal or greater value, then the undersigned corporation shall pay to Payee the sum of \$58,210.00 on the date specified in Paragraph 2.

Should the undersigned corporation be in default hereof or in any instrument securing this Note and should such default not be remedied within ten (10) days after written notice from Payee to the undersigned corporation specifying such default, then at the election of Payee, the Payee may require that any unpaid portion of the principal due upon this Promissory Note to be paid in cash rather than the conveyance of the property or improvements, as the case may be, contemplated hereby. In the event the default complained of is of such a nature that it cannot be remedied in ten (10) days then any reasonable time may be had to cure the default.

Should default be made in payment of any installment of interest when due, which is not remedied within five (5) days after written notice from Payee to the undersigned corporation specifying such default, then at the election of the Payee, the entire sum of unpaid principal and interest then due upon this Note shall

become immediately due and payable.

Interest hereon is payable in lawful money of the United States.

If legal action be instituted on this Note, the undersigned corporation promises to pay such sum as the court may determine as reasonable attorney's fees.

This Note is secured by a Deed of Trust to Title Insurance and Trust Company, a California corporation, as Trustee. This Note constitutes a Security Agreement in accordance with the provisions of the Uniform Commercial Code of the State of California, and this Note is also secured by a Financing Statement (Chattel Mortgage). At such time as principal and interest on this Note have been paid in full, both Payee and the undersigned corporation agree to execute such instruments and to give such instructions as will effect a Reconveyance from the Deed of Trust and a release in full from the Financing Statement securing this Note.

FLEETWOOD MACHINE PRODUCTS, INC.

By _____

Recording requested by:

Marshall L. McDaniel

When recorded, mail to:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

Mail Tax Statements to:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Fleetwood Machine Products, Inc., a corporation organized under the laws of the State of California, hereby GRANTS to Wilfred Turcott, a married man, that certain real property located in the County of Los Angeles, State of California, more particularly described in Exhibit "A", attached hereto, and by this reference thereto incorporated herein.

EXCEPTING AND RESERVING unto the Grantor those improvements now located upon said property consisting of an industrial facility of approximately 8,250 square feet and two (2) additional structures of approximately 2,000 square feet and 1,200 square feet, now located thereon, with all appurtenances thereon and thereto. Said improvements so excepted and reserved unto the Grantor shall be deemed personalty and the same may be severed and removed from the land upon which they are located by the Grantor subject to any and all other agreements between the Grantor and Grantee.

This conveyance is made subject to:

1. Real property taxes and assessments not delinquent.
2. A Lease of said land between the Grantee as Lessor and the Grantor as Lessee for a term of five (5) years commencing upon the date of recordation of this Grant Deed with a Five (5) year renewal option.

3. Covenants, conditions, restrictions, reservations, easements, rights and rights of way of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: _____ 1966.

FLEETWOOD MACHINE PRODUCTS, INC.

By _____ President

By _____ Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On _____ 1966, before me,
the undersigned, a Notary Public in and for said
County and State, personally appeared
_____, known to me
to be the _____ President, and
_____, known to me to be
the _____ Secretary of Fleetwood Machine
Products, Inc., the Corporation that executed the
within Instrument, known to me to be the persons
who executed the within Instrument on behalf of the
Corporation therein named, and acknowledged to me that
such Corporation executed the within Instrument pur-
suant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

Notary Public, in and for said
County and State

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT B

LEGAL DESCRIPTION

That certain real property located in the County of Los Angeles, State of California, more particularly described, as follows:

The East 159.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 50 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

Recording Requested By:

Marshall L. McDaniel

When recorded, Mail To:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

Mail Tax Statements To:

Wilfred Turcott
1906 Maple Street
Burbank, California
91505

BILL OF SALE AND GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, FLEETWOOD MACHINE PRODUCTS, INC., a corporation organized under the laws of the State of California, hereby GRANTS bargains, sells, transfers and delivers to WILFRED TURCOTT, a married man, those certain improvements consisting of an industrial facility of approximately 8,250 square feet and two (2) additional structures of approximately 2,000 square feet and 1,200 square feet, now located upon that certain real property, the street address of which is 11447 Vanowen Street, North Hollywood, California 91506, as said real property is more particularly described in Exhibit "A", attached hereto and by this reference thereto incorporated herein.

This Bill of Sale and Deed is subject to:

1. Personal property taxes and real property taxes and assessments not delinquent.
2. A Lease of said land between the Grantee as Lessor and the Grantor as Lessee for a term of five (5) years, with a five (5) year renewal option.
3. Covenants, conditions, restrictions, reservations, easements, rights, and rights of way of record.

1. FLEETWOOD MACHINE PRODUCTS, INC. has entered its corporate name and

seal to be affixed hereto and this instrument to be executed by its
_____ President and _____ Secretary thereunto duly authorized.

Dated: _____ 1966.

FLEETWOOD MACHINE PRODUCTS, INC.

By _____
President

By _____
Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On _____, 1966, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared _____ known to me to be the
_____ President, and _____, known to
me to be the _____ Secretary of Fleetwood Machine
Products, Inc., the Corporation that executed the within
Instrument, known to me to be the persons who executed the
within Instrument on behalf of the Corporation therein
named, and acknowledged to me that such Corporation exe-
cuted the within Instrument pursuant to its by-laws or a
resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public, in and for said
County and State

LEGAL DESCRIPTION

That certain real property located in the County of Los Angeles, State of California, more particularly described, as follows:

The East 159.72 feet of the West 279.72 feet (said distance measured to the center line of Farmdale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

EXHIBIT "A"

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST) Fleetwood Machine Products, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 95-176854	
1B. MAILING ADDRESS 11447 Vanowen Street		1C. CITY, STATE North Hollywood California	1D. ZIP CODE 91605
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	2G. ZIP CODE
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	4B. ZIP CODE
5. SECURED PARTY NAME Wilfred Turcott MAILING ADDRESS 1906 Maple Street CITY Burbank STATE California ZIP CODE 91505		5A. SOCIAL SECURITY NO. FED TAX NO. OR BANK TRANSIT AND A.B.A. NO. FX-6 Personal Privacy	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		6A. SOCIAL SECURITY NO. FED TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

7. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown). All furniture, furnishings and fix. as located at 11447 Vanowen Street, North Hollywood, California, together with all machinery and equipment located at said address, which said machinery and equipment are more particularly described in Exhibit "A", attached hereto, and comprising a part of this Financing Statement. Any one or more of the items of machinery and equipment listed in Exhibit "A" may be released from the lien of this Financing Statement by the substitution therefor of machinery and equipment of a similar performance or function and of a value at least equal to the value of the machinery and equipment which is replaced.

(Continued)

7A. Maximum amount of indebtedness to be secured at any one time (OPTIONAL).
\$

6. Check <input checked="" type="checkbox"/> If Applicable	A <input type="checkbox"/> Proceeds of collateral are also covered	B <input type="checkbox"/> Products of collateral are also covered	C <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction
--	--	--	---	--

9. (Date) 19	10. This Space for Use of Filing Officer (Date, Time, File Number and Filing Officer)
Fleetwood Machine Products, Inc.	
By: SIGNATURE(S) OF DEBTOR(S) (TITLE)	
WILFRED TURCOTT	
By: SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)	

11. Return Copy to

NAME Wilfred Turcott
ADDRESS 1906 Maple Street
Burbank, California 91505

1. FILING OFFICE, COPY

STANDARD FORM—FILING FEE \$2.00
APPROVED BY THE SECRETARY OF STATE

UNIFORM COMMERCIAL CODE—FORM UCC-1

(Continued) - Item 7. from FINANCING STATEMENT:

The Debtor upon the execution of an affidavit as to the substitution and replacement and the value thereof and the depositing of the same with Secured Party may cause the removal of the lien of this Financing Statement as to any machinery and equipment which is so replaced. The lien of this Financing Statement shall attach to any replacement machinery or equipment and the Debtor agrees to execute such additional instruments as Secured Party may require to evidence the lien of this Financing Statement upon the replaced machinery and equipment.

At such time as the first installment of principal due upon the promissory note (Security Agreement) secured hereby has been paid, the Debtor may upon request to the Secured Party elect to have such of the machinery and equipment removed from the lien and charge hereof as Debtor may elect but of a cumulative value of not to exceed \$30,000.00 as to "liquidation values" indicated on Exhibit "A" attached hereto. Secured Party agrees to execute such additional instruments as Debtor may require to evidence the release of the lien of this Financing Statement as to such machinery and equipment specified by Debtor.

The promissory note (Security Agreement) secured hereby is also secured by a Deed of Trust upon the premises located at 11447 Vanowen Street, North Hollywood, California 91605.

	Liquidation	Replacement
1) LeBlond Lathe approx. 14" swing ± 40" c.c. s/n B11410 well tooled incl. turret & coolant.	\$1200.	\$2200. - 500
2) South Bend Lathe w/ Hex. Turret s/n CL 10062 3½" Bed approx. 8" swing, coolant	\$200.	\$450.
3) Model 2L Ginn. Univ. Mill s/n 942ULB-25 w/power take off and dividing head, Vertical Head lever type, 23 to 1200 RPM	\$2500.	Hexco s/n appears to have been altered \$4000. - 1000
4) Model H ---- 2HL Plain Milwaukee Mill s/n 2-4224	\$2000.	\$3000. - 500
5) Bridgeport Mill --s/n BR-31911 J (1½ H.P.) Head J 20703, Power to table	\$1300.	\$1700.
6) Steinel (German) Mill Model SEM s/n 12034 w/ special air operated attachments 8" x 28" table	\$300.	\$700.
7) Levin Jewelers Lathe Type ABJV and companion precision equipment	\$550.	\$600.
8) Bakewell Tapper #2 size s/n C507	\$300.	\$800.
9) Pangborn Hydrofinish s/n 1E22-548	\$350.	\$800. - 300
10) B&S Screw Machine Model #2 --1½" capacity s/n 542-2-3549-1½ --Vert. Slide, F & R tool holder hex turret, well tooled, stock stand & feed tube	\$9000.	\$11,500. - 1500
11) B & S Screw Machine Model 2G s/n 111391 1½" capacity---equipped same as #10	\$3750.	\$6000.
12) B & S Screw Machine Model 2G s/n 11130 1½" capacity---equipped same as #10	\$3750.	\$6000.
13) B & S Screw Machine Model 2G s/n 542-2-980 1½" Capacity --equipped same as #10	\$7200.	\$10,200. - 1000
14) B & S Screw machine Model 2G s/n 14443 1½" capacity -- equipped same as #10	\$6200.	\$8500. - 500
15) B & S Screw Machine Model 2G s/n 10033 1½" capacity --equipped same as #10	\$3600.	\$5750.
16) B & S Screw Machine Model 00G s/n 21655 equipped same as #10 except for B&S Auto. Feed	\$3200.	\$5000. - 1800
Note machines #s 10 thru and including #16 are <u>double chair</u>		
17) B & S Screw Machine Model 0G HiSpeed s/n 11851 DOUBLE BELT equipped same as #10	\$1000.	\$2000.
18) B & S Screw Machine Model 0G s/n 3027 DOUBLE BELT -equipped same as #10	\$700.	\$1400.
19) Drill Mill	\$100.	\$200. - 100
20) Saw Master Hack saw --power type 13" blade	\$50.	\$150.

page #2

	Liquidation	Replacement
21) Burgmaster bench type incl. bench -Drill Hex. --Hand operated	\$500.	\$650.
22) Same as #21	\$500.	\$650.
23) Panco 20 ton capacity arbor press	\$125.	\$250.
24) Sarnon Hone Model MBB 625 s/n 12308 incl. dial indicators	\$1100.	\$1800. ^{1/1000}
25) Walker Turner light duty 3 bank Drill	\$200.	\$400.
26) Walker Turner light duty 4 bank drill	\$250.	\$500.
27) Toledo "DEMO" 4 bank drill	\$400.	\$800.
28) #14 Diamond P.Press about 15 Ton capacity s/n 14298	\$500.	\$300. ^{-1/100}
29) Bench type --Punch press	\$50.	\$125.
30) Logan Latho Model 7500 w/turret Dial Indicators, threading...Like New Condition	\$1500.	^{5500 - 17100} \$2400.
31) Hardinge---w/power feed, hex turret, Threading dial indicators, coolant	\$1500.	⁴⁹⁰⁰ \$2100 ¹⁰⁷⁰⁰
32) Regal LeBlond approx. 14" x 38" s/n 2B1998, dial indicators, Like New Condition	\$2000.	\$3250.
33) No. 4 W&S Turret Lathe Model M420 s/n 1244883, set up as chucker w/ air cyl. but also has Bar feed & stand, 4 way tool post 2 slide tools, etc.. Threading on turret	\$4500.	\$7500. ⁵⁹⁰⁰⁰

AND WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 498 (C) (OPEN END) CORPORATION DEED OF TRUST AND ASSIGNMENT OF RENTS — SHORT FORM

The area for research is:

LEGAL DESCRIPTION

That certain real property located in the County of Los Angeles, State of California, more particularly described, as follows:

The East 159.72 feet of the West 279.72 feet (said distance measured to the center line of Fairdale Avenue, as shown 60 feet wide) of the South 200 feet of the West 10 acres (said distance and acreage being measured to the center line of Vanowen Street, as shown 50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San Fernando, as per map recorded in Book 31, page 39, et seq. of Miscellaneous Records, in the office of the county recorder of said county.

EXCEPT the Southerly 25 feet thereof included in Vanowen Street.

ESCROW INSTRUCTIONS

BUYER & SELLER

July 11, 1973

19

Paid outside of Escrow \$
Cash through Escrow:

20,000.00

ESCROW NO. 300-5031

To UNION BANK North Hollywood Regional Office

Encumbrances of record	
New Encumbrances	82,500.00
Total Consideration	\$ 102,500.00

Prior to January 31, 1974, Buyer will hand or cause to be handed to you, \$ 20,000.00. Said sum to be deposited by buyer upon the signing of these instructions and Seller will hand you a deed, and all additional funds and documents required of us to enable you to comply with these instructions, all of which funds and documents you are instructed to use or deliver at any time if prior to said date, as qualified by the provisions set forth in paragraph 5 on back page hereof, all conditions of this escrow have been complied with and you hold in this escrow instruments duly executed upon the recording of which, if recording thereof is necessary, you can obtain a standard Joint Protection or Owners policy of title insurance in the issuing title company's usual form and with the title company's usual exceptions, with a liability of \$ 102,500.00 covering real property in the City of Los Angeles, County of Los Angeles, State of California, viz:

Exact legal description to be provided escrow by the title company, however for information purposes, property known as 11447 and 11439 Vanowen, North Hollywood California

as per map recorded in Book _____ Page _____ of _____ records of said county, showing title vested in:

MILWOOD W. COOKE AND MILDRED A. COOKE, husband and wife. Exact manner of vesting to be provided escrow by buyers herein and no further approval of sellers is required.

SUBJECT ONLY TO: (1) 2nd half of General and Special Taxes for the fiscal year 19 73 - 19 74 including ANY PERSONAL PROPERTY TAXES of any former owner.

(2) Assessments and Bonds presently of record, having an unpaid balance of \$ None

(3) Any covenants, conditions, restrictions, reservations, rights, easements of record, WHICH ARE HEREBY APPROVED UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN.

(4) Deed of Trust now of record or to record securing an indebtedness, as per its terms, original amount of \$ None (unpaid balance of principal \$ None) in favor of

Title Insurance and Trust Company's usual short form

(5) Deed of Trust on escrow form, No. ESC 84, executed by **Milwood W. Cooke and Mildred A. Cooke, husband and wife**

Securing Note for \$ 82,500.00 in favor of **WILMER J. TURCOTT AND JUDITH TURCOTT, husband and wife. Exact beneficial interest to be provided escrow.**, dated during escrow, with interest at 8.0 per cent per annum from date endorsed thereon, payable at place designated by payee. Principal and interest payable \$1672.82 or more, on the 1st day of each calendar month, beginning on the 1st day of March, 19 74, and continuing until February 1, 1979 at which time any unpaid balance of principal and interest shall be due and payable.

Prorate and/or adjust the following as of Close of Escrow

in accordance with the provisions set forth under Paragraph 1 on the reverse side hereof.

(a) ☒ Real Property Taxes (b) ☒ Interest on ~~existing and/or~~ new encumbrances (c) ☐ Rentals and Security Rentals (d) ☐ Insurance premiums on property commonly known as _____

Cause to be paid Documentary Transfer Tax in the amount of \$ 112.75 on Deed from Seller at his expense.

Subject Grant Deed may show the following name and address to which tax statements are to be sent:

Mr. and Mrs. Milwood W. Cooke: 634 North Reese Place, Burbank California 91506

A: At the specific request of the parties hereto the following is entered herein as a matter of record only and in no way shall concern you the escrow holder: (1) In the event the City of Los Angeles purchases a section of subject property for street purposes, during the course of this escrow, seller hereby agrees that he will reimburse the buyer, outside of escrow, for the amount so received by seller from said City."

Copy

ALL PARTIES HERETO UNDERSTAND AND AGREE THAT THESE INSTRUCTIONS BECOME EFFECTIVE ONLY UPON THE SIGNING BY ALL CONCERNED AND THE ACCEPTANCE OF SAME DULY SIGNED, INTO THE HANDS OF THE ESCROW HOLDER.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND

TITLE INSURANCE AND TRUST COMPANY

24055 HAWLIN STREET, VAN NUYS, CALIFORNIA 91401 TEL.(213) 787-9300

JULY 19, 1973

TO: UNION BANK
12143 VICTORY BLVD.
NORTH HOLLYWOOD, CALIFORNIA

ATTENTION: PAT BROWN

YOUR NO.: 300-3041

OUR NO.: 7269289

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, TITLE INSURANCE AND TRUST COMPANY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN FOR MATTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT HERETOBEFORE REFERRED TO AS AN EXCEPTED RISK OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORM.

THIS REPORT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION FURNISHED HEREIN FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HERETO. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A FINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AT 7:30 A.M. AS OF JULY 19, 1973

TITLE OFFICER: G. KESLER

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

WILFRED TOROITE, A SINGLE MAN.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED IS REFERRED TO COVERED BY THIS REPORT IS: A FEE.

9206

TITLE INSURANCE AND TRUST COMPANY

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES
FOR THE FISCAL YEAR 1973-1974, A LIEN NOT YET PAYABLE.
FOR THE FISCAL YEAR 1972-1973, INCLUDING PERSONAL PROPERTY TAX, IF ANY,
TOTAL AMOUNT : \$3,492.34 PAID
FIRST INSTALLMENT : \$1,746.18
PERSONAL PROPERTY OF: NONE
SECOND INSTALLMENT : \$1,746.16

2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE
PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : THE EDISON ELECTRIC COMPANY
FOR : TWO LINES OF POLES
RECORDED : IN BOOK 2396 PAGE 46 OF DEEDS
AFFECTS : THAT PORTION OF SAID LAND MORE SPECIFICALLY
DESCRIBED THEREIN.

3. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DEED
EXECUTED BY : F. H. ROLAPP AND LOUISE T. ROLAPP
RECORDED : APRIL 9, 1948 IN BOOK 26896 PAGE 242, OFFICIAL
RECORDS

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER
INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH
AND FOR VALUE.

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER
INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH
AND FOR VALUE.

RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN
ARE DELETED.

SAID MATTER AFFECTS: PARCEL 2

4. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DEED
EXECUTED BY : F. H. ROLAPP AND LOUISE T. ROLAPP
RECORDED : MAY 5, 1948 IN BOOK 27094 PAGE 261 OFFICIAL
RECORDS

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER
INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH
AND FOR VALUE.

TITLE INSURANCE AND TRUST COMPANY

RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED.

SAID MATTER AFFECTS: PARCEL 3

✓ **5. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF**
DATED : JULY 19, 1960
AMOUNT : \$21,000.00
TRUSTOR : FLEETWOOD MACHINE PRODUCTS, INC., A CORPORATION
TRUSTEE : UNION BANK, A CORPORATION
BENEFICIARY : FRANCES E. METCALF, A WIDOW
RECORDED : JULY 27, 1960 IN BOOK T-2367 PAGE 220 OFFICIAL RECORDS
INSTRUMENT NO.: 1054

SAID MATTER AFFECTS: PARCEL 3

✓ **6. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,**
TYPE OF LEASE : COMMERCIAL
DATED : OCTOBER 12, 1966
LESSOR : ASSOCIATES LEASING CORPORATION OF INDIANA
LESSEE : FLEETWOOD MACHINE PRODUCTS, INC.,
TERM : AS THEREIN PROVIDED
RECORDED : OCTOBER 17, 1966 IN BOOK M-2366 PAGE 785 OFFICIAL RECORDS
AFFECTS : SAID LAND

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID LEASEHOLD OR MATTERS AFFECTING THE RIGHTS OR INTERESTS OF THE LESSOR OR LESSEE ARISING OUT OF OR OCCASIONED BY SAID LEASE.

SAID MATTER AFFECTS: PARCELS 1 AND 2

✓ **7. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,**
TYPE OF LEASE : COMMERCIAL
DATED : OCTOBER 26, 1967
LESSOR : ASSOCIATES LEASING CORPORATION OF INDIANA
LESSEE : FLEETWOOD MACHINE PRODUCTS, INC.,
TERM : AS THEREIN PROVIDED
RECORDED : OCTOBER 30, 1967 IN BOOK K-2693 PAGE 408 OFFICIAL RECORDS

TITLE INSURANCE AND TRUST COMPANY

AFFECTS : SAID LAND

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID LEASEHOLD OR MATTERS AFFECTING THE RIGHTS OR INTERESTS OF THE LESSOR OR LESSEE ARISING OUT OF OR OCCASIONED BY SAID LEASE.

SAID MATTER AFFECTS: PARCELS 1 AND 2

8. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,

TYPE OF LEASE : COMMERCIAL

DATED : FEBRUARY 23, 1968

LESSOR : ASSOCIATES LEASING CORPORATION OF INDIANA

LESSEE : FLEETWOOD MACHINE PRODUCTS INC.,

TERM : AS THEREIN PROVIDED

**RECORDED : FEBRUARY 26, 1968 IN BOOK M-2783 PAGE 850
OFFICIAL RECORDS**

AFFECTS : SAID LAND.

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID LEASEHOLD OR MATTERS AFFECTING THE RIGHTS OR INTERESTS OF THE LESSOR OR LESSEE ARISING OUT OF OR OCCASIONED BY SAID LEASE.

SAID MATTER AFFECTS: PARCELS 1 AND 2

9. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

**IN FAVOR OF : PACIFIC TELEPHONE AND TELEGRAPH COMPANY,
A CORPORATION**

FOR : UNDERGROUND CONDUITS

**RECORDED : AUGUST 6, 1969 IN BOOK D-4459 PAGE 79 OFFICIAL
RECORDS**

**AFFECTS : THE SOUTHERLY 18 FEET OF SAID LAND, EXCEPTING
THEREFROM ANY PORTION LYING WITHIN VANOWEN
STREET, AS IT NOW EXISTS.**

**THIS EASEMENT HAS BEEN SUBORDINATED TO AN EASEMENT TO BE
ACQUIRED BY THE CITY OF LOS ANGELES FOR PUBLIC STREET PURPOSES
BY SUBORDINATION AGREEMENT RECORDED DECEMBER 12, 1972 IN
BOOK N-4155 PAGE 850 OFFICIAL RECORDS**

TITLE INSURANCE AND TRUST COMPANY

10. AN ACTION IN THE SUPERIOR COURT
COMMENCED : JANUARY 26, 1973
ENTITLED : THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
AND WILFRED TURCOTT ET AL.,
CASE NO. : C 48369 LOS ANGELES
NATURE OF ACTION: CONDEMNATION EASEMENT
AFFECTS : SOUTHERLY 17 FEET OF PARCELS 1 AND 2 AND
SOUTHERLY 18 FEET OF PARCEL 3 HEREIN

NOTICE OF THE PENDENCY OF SAID ACTION WAS
RECORDED: JANUARY 26, 1973 IN BOOK M-4270 PAGE 687 AS INSTRUMENT
NO. 4999

11. NO POLICY WILL BE ISSUED UNDER THIS ORDER UNTIL WE ARE FURNISHED
WITH A STATEMENT OF INFORMATION FROM RECORD OWNER OR OWNERS
AND NEW OWNER OR OWNERS

DESCRIPTION:

PARCEL 1:

THE EAST 55 FEET OF THE WEST 225 FEET (SAID DISTANCE MEASURED
TO THE CENTER LINE OF FARMDALE AVENUE, AS SHOWN 60 FEET
WIDE) OF THE SOUTH 205 FEET OF THE WEST 10 ACRES (SAID DISTANCE
AND ACREAGE BEING MEASURED TO THE CENTER LINE OF VANDWEN
STREET, AS SHOWN 50 FEET WIDE) OF THE EAST HALF OF LOT 74
OF THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION
OF THE EAST 12,000 ACRES OF THE SOUTH HALF OF THE RANCHO
EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS ANGELES,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
MAP RECORDED IN BOOK 31 PAGE 39, ET SEQ., OF MISCELLANEOUS
RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHERLY 25 FEET THEREOF INCLUDED IN VANDWEN
STREET.

PARCEL 2:

THE EAST 50 FEET OF THE WEST 170 FEET, (SAID DISTANCE MEASURED
FROM THE CENTER LINE OF FARMDALE AVENUE, AS SHOWN 60 FEET
WIDE), OF THE SOUTH 205 FEET OF THE WEST 10 ACRES (SAID
DISTANCES AND ACREAGE BEING MEASURED TO THE CENTER LINE
OF VANDWEN STREET, AS SHOWN 50 FEET WIDE) OF THE EAST HALF
OF LOT 74 OF THE LANKERSHIM RANCH LAND AND WATER COMPANY'S
SUBDIVISION OF THE EAST 12,000 ACRES OF THE SOUTH HALF OF
THE RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS
ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

TITLE INSURANCE AND TRUST COMPANY

AS PER MAP RECORDED IN BOOK 31 PAGE 39 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHERLY 25 FEET THEREOF INCLUDED IN VANOWEN STREET.

PARCEL 3:

THE EAST 54.72 FEET OF THE WEST 279.72 FEET (SAID DISTANCE MEASURED TO THE CENTER LINE OF FARMDALE AVENUE, AS SHOWN 50 FEET WIDE) OF THE SOUTH 205 FEET OF THE WEST 10 ACRES (SAID DISTANCE AND ACREAGE BEING MEASURED TO THE CENTER LINE OF VANOWEN STREET, AS SHOWN 50 FEET WIDE) OF THE EAST ONE-HALF OF LOT 74 OF THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION OF THE EAST 12,000 ACRES OF THE SOUTH ONE-HALF OF THE RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 31 PAGE 39 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTHERLY 25 FEET THEREOF INCLUDED IN VANOWEN STREET

TITLE OF THE VESTED INTEREST WAS ACQUIRED BY DEED RECORDED PRIOR TO SIX MONTHS FROM THE DATE HEREOF

RATE: 100 PER CENT

GR/LG: DUPL: PLATS ENCL.

CODE AREA 13; PARCEL NO. 2320-3-14-15; EXEMPTION: NONE

FLEETWOOD MACHINE PRODUCTS

Marshall McDaniel

FROM

DATE

10/11/66

AVOID VERBAL ORDERS

SUBJECT:

Enclosed are the papers I believe you need for filing the reconveyance on the property at 11447 Vanowen, North Hollywood.

Last payment on this loan was made August 1, 1965.

Fleetwood Machine Products, Inc.

97017

LAW OFFICES OF
WRIGHT, WRIGHT, GOLDWATER AND MACK

LOYD WRIGHT
S. EARL WRIGHT
AUGUSTUS F. MACK, JR.
RICHARD M. GOLDWATER
JOHN H. RICE
JOHN F. TOLTON
DONALD A. DEWAR
ANDREW J. DAVIS, JR.
RODNEY R. BUCK
KENNETH R. CARROLL
DAVID GORTON
GEORGE E. TOWERS

SUITE 502 ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA 90013
TELEPHONE 626 1291

LOYD WRIGHT, JR. 8010-1000
BEVERLY HILLS OFFICE
120 EL CAMINO DRIVE
BRADSHAW 2-3484

CABLE ADDRESS WRIGHTLAW

PLEASE ADDRESS REPLY TO
LOS ANGELES OFFICE

April 4, 1966

Fleetwood Machine Products, Inc.
11447 Van Owen Street
North Hollywood, California

Gentlemen:

Enclosed please find the following relating to the loan from Arthur R. Koll which Fleetwood paid off during the past year:

1. Trust deed on the back of which the reconveyance has been signed by Arthur R. Koll.
2. Promissory Note of Fleetwood dated June 17, 1955, which has been marked paid in full by Arthur R. Koll.
3. Photostatic copy of Appointment of Successor Trustee and Acceptance dated November 30, 1956, whereunder Arthur R. Koll was appointed successor trustee to Paul R. Cote.

The instrument described as number 3 above is forwarded to you for submission to the Title Company if that is required by the Title Company at the time they record the reconveyance.

For your information, which you may wish to pass on to the Title Company, the loan was originally made to Fleetwood Machine Products, Inc. by Paul R. Cote as trustee for Mr. Koll. Subsequently, Mr. Cote passed away and Mr. Koll succeeded Mr. Cote as trustee. Then later Mr. Koll terminated the trust and took over in his individual name.


Since Mr. Koll has signed the reconveyance I think his signature can be considered both as that of trustee and

[Handwritten signature]

2.

as an individual, and no further evidence should be required by the Title Company, but if anything further is needed please do not hesitate to call the undersigned.

Sincerely,



Donald A. Dewar of
WRIGHT, WRIGHT, GOLDWATER
and MACK

DAD:vs
Encls.

P.S. Please return the instrument identified as
No. 3 above.

LAW OFFICES
MCDANIEL & MCDANIEL

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

May 24, 1966

Fleetwood Machine Products, Inc.
11447 Vanowen Boulevard
North Hollywood, California 91605

Attention: Mr. Millwood Cooke

Gentlemen:

Enclosed herewith I am forwarding four (4) counterparts of the proposed form of Agreement between Fleetwood Machine Products, Inc. and Mr. Wilfred Turcott to which are affixed Exhibits "A" through "G".

The Agreement achieves the intended result of requiring a payment to Mr. Turcott over the entire term of the Note and Lease of the total sum of \$233,564.96 computed in the following manner:

(a) Original Purchase Price		\$121,000.00
(b) Interest at 8% on \$97,210.00 for one (1) year		\$7,776.80
(c) Interest at 8% on \$58,210.00 for one (1) year		<u>\$4,656.80</u>
	Total Interest	12,433.60
(d) Rent 12 months at \$ 1,310.92		\$15,731.04
(e) Rent 48 months at \$ 1,758.34		<u>\$84,400.32</u>
	Total Rent	<u>100,131.36</u>
	Total	\$233,564.96

The above calculations comply with the work sheet prepared by Mr. Jerry Conrow, a Xerox copy of which is enclosed.

Please review each of the documents relating to this transaction

#2 - Fleetwood Machine Products, Inc.
May 24, 1966

and if you have any questions with regard thereto, please advise me.

Very truly yours,

Marshall L. McDaniel
MARSHALL L. McDANIEL

MLM:va
Enclosures

cc: Frye and Coe
Attention: Mr. Jerry Conrow

State of California

County of Los Angeles

ss.

BOOK 48146 PAGE 323

On this 20th day of June, in the year nineteen hundred and Fifty Five, A. D.,
before me, the undersigned, a Notary Public in and for
the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared
Milwood W. Cooke, known to me to be the

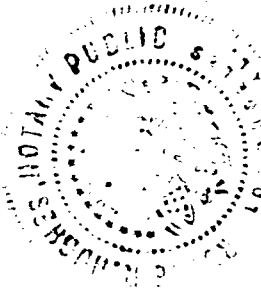
President, and Ray D. Martin

known to me to be the Secretary Treasurer

~~SECRETARY~~ of

the Corporation that executed the within and annexed instrument and known to me to be
the persons who executed the within instrument on behalf of the Corporation therein named
and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in
said County the day and year in this certificate first above written.



Keith R. Hughes

Notary Public in and for Los Angeles County, State of California.

CB 381-A 10M 12-50 L

Acknowledgment—Corporation—V. P. and A. Secy.

My Commission Expires Nov. 13, 1956

Note Secured by Deed of Trust

\$ 30,000.00 Los Angeles, California, June 17, 19 55

In installments as herein stated, for value received, I promise to pay to PAUL R. COTE, Trustee under that certain Declaration of Trust, dated July 28, 1941, recorded in Book 18899, Page 159, Official Records, Los Angeles County, or order, at Los Angeles

the sum of THIRTY THOUSAND AND NO/100THS DOLLARS

with interest from July 15, 1955 on unpaid principal at the

rate of Six (6%) per cent per annum; principal and interest payable in installments of

THREE HUNDRED THIRTY FIVE AND NO/100THS Dollars

~~on the~~ on the 1st day of each calendar month, beginning

on the 1st day of September, 19 55 and continuing until

said principal and interest have been paid. Privilege is hereby reserved to pay all or any

part of the principal of the within note at any time after two years from date hereof upon

payment of 90 days unearned interest on the amount so prepaid.

~~and continuing until the principal and interest have been paid~~

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a DEED OF TRUST to CALIFORNIA TRUST COMPANY, a California corporation.

Fleetwood Machine Products, Inc.

By: Michael W. Cooke

By: Ray H. Martin Secy Treas

C. T. 1890A SOM 12-53

Payment in full of this Note is acknowledged this 29th day of March, 1966.

x Arthur R. Koll
Arthur R. Koll

時 年 五 十 四 歲 卒 葬 於 山 陰 縣 南 門 外 山 陰 縣 南 門 外 山 陰 縣 南 門 外

WHEREAS, paragraph THIRTEENTH thereof reads as follows:

ARTHUR N. KOLL as Successor Trustee, to the said Trust, effective as of the date hereof.

Arthur H. Roll

DATED: November 30, 1956.

1
2
3 STATE OF CALIFORNIA)
4 COUNTY OF LOS ANGELES) SS.

5 On this 30th day of November, 1950, before me, the under-
6 signed, personally appeared ARTHUR H. LOLL, known to me to be
7 the person whose name is subscribed to the foregoing appointment
8 of Successor Trustee, and acknowledged to me that he executed
9 the same.

10 WITNESS my hand and official seal.

11
12
13 
14 Notary Public in and for said
15 County and State
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On this _____ day of _____, 19____

before me, the undersigned, a Notary Public in and for said County, personally appeared _____

known to me to be the person _____ whose name _____ subscribed to the within instrument, and acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

(Notarial Seal)

(The form of Request for Full Reconveyance appearing below is NOT to be recorded. It is to be used only if and when the indebtedness has been paid.)

REQUEST FOR FULL RECONVEYANCE

To CALIFORNIA TRUST COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Dated March 29 1966

* Arthur R. Koll
Arthur R. Koll

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

C.T. 736 SM 1-64

CALIFORNIA TRUST COMPANY
629 South Spring Street
Los Angeles 54, California

2043

DOCUMENT No. _____
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

JUN 23 1955 AT 8 A. M.
BOOK 48146 PAGE 320

IN OFFICIAL RECORDS
County of Los Angeles, California

Fee \$ 7.00
MAME B. BEATTY, County Recorder

By M. Sides Deputy

Deed of Trust
WITH ASSIGNMENT OF RENTS

Mr. Paul R. Gots
116 South Beverly Drive
Beverly Hills, Calif.

WHEN RECORDED PLEASE MAIL TO:

SPACE BELOW FOR RECORDER'S USE ONLY
Index as Trust Deed and Assignment of Rents.

DEED OF TRUST

WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, Made this 17th day of June, 19 55
between FLEETWOOD MACHINE PRODUCTS, INC., a corporation

whose address is 11147 Vanowen Street, herein called TRUSTOR,
Street and Number City State

CALIFORNIA TRUST COMPANY, a corporation, of Los Angeles, California, herein called TRUSTEE, and
PAUL R. COTE, Trustee under that certain Declaration of Trust, dated July 28, 1941,
recorded in Book 18899, Page 159, Official Records, Los Angeles County,
herein called BENEFICIARY.

WITNESSETH: That Trustor irrevocably GRANTS, TRANSFERS and ASSIGNS to TRUSTEE, IN TRUST,
WITH POWER OF SALE, all the property in Los Angeles County,
California, described as:

PARCEL 1: The east 55 feet of the West 225 feet (said distance measured to the center
line of Farndale Avenue, as shown 60 feet wide) of the South 205 feet of the West 10 acres
(said distance and acreage being measured to the center line of Vanowen Street, as shown
50 feet wide) of the East half of Lot 74 of the Lankershim Ranch Land and Water Company's
Subdivision of the East 12,000 acres of the South half of the Rancho Ex-Mission de San
Fernando, in the city and county of Los Angeles, State of California, as per map recorded
in book 31, page 39 et seq. of Miscellaneous records.
EXCEPT the southerly 25 feet thereof included in Vanowen Street.
PARCEL 2: The east 50 feet of the west 170 feet, said distance measured from the center
line of Farndale Avenue as shown 60 feet wide, of the south 205 feet of the west 10 acres
(said distances and acreage being measured to the center line of Vanowen Street as shown
50 feet wide) of the east half of Lot 74 of the Lankershim Ranch Land and Water Company's
Subdivision of the east 12,000 acres of the south half of the Rancho Ex-Mission de San
Fernando, in the city of Los Angeles, as per map recorded in book 31, page 39 et seq.,
of Miscellaneous Records, in the office of the county recorder of said county.
EXCEPT the southerly 25 feet thereof included in Vanowen Street.

including all buildings, structures, and improvements now or hereafter thereon, and all appurtenances, easements, water and water
rights, pumps and pumping plants, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and all shares of stock evi-
dencing the same; all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings and/or
on said real property for the generation and/or distribution of air, water, heat, electricity, light, fuel and/or refrigeration and/or
for ventilating purposes and/or for sanitary or drainage purposes and/or for the exclusion of vermin and/or insects and/or for the
removal of dust, refuse and/or garbage, and including all elevators, awnings, window shades, drapery rods and brackets, screens,
linoleum, and incinerators; all of the items and things so specified being hereby declared to be, and in all circumstances shall be
construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the realty
described herein; the specific enumerations herein not excluding the general; AND ALSO the tolls, earnings, incomes, rents, issues and
profits of any and/or all of the aforesaid property (subject, however, to the right, power and authority hereinafter given to and con-
ferred upon Beneficiary to collect and apply such rents, issues and profits); ALSO all the estate, interest, or other claim or demand
including insurance, as well in law as in equity, which said Trustor now has or may hereafter acquire, in and to the aforesaid property;

FOR THE PURPOSE OF SECURING:

FIRST. Payment of the sum of \$ 30,000.00 with interest thereon according to the terms of a promissory
note or notes, dated June 17, 1955 payable to Beneficiary or order and made by Trustor
and any and all modifications, renewals and/or extensions thereof;

SECOND. Payment of such additional sums not to exceed \$ 30,000.00 with interest thereon, as may at the sole option of the
Beneficiary, be hereafter loaned by the Beneficiary to the Trustor, when evidenced by another promissory note or notes, certified by
the Trustee as being secured hereby; and any and all renewals and/or extensions thereof; provided, however, that the right to make
such additional loans hereunder shall apply solely to the original parties hereto and not to their heirs, devisees, successors or assigns.

THIRD. Payment and/or performance of every obligation, covenant, promise and/or agreement herein contained.

A. For the purpose of protecting and preserving the security of this Deed of Trust, Trustor promises and agrees:
1. (a) To keep all buildings, structures, and other improvements now or hereafter situate upon said property at all times entirely
free of dry rot, fungus, termites, beetles, and all other wood-boring, wood-eating and/or harmful or destructive insects, and in all
respects to properly care for and keep all of said property including all such buildings, structures and other improvements in good
condition and repair; (b) not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances,
or regulations) any building, structure, or improvement thereon; (c) to complete promptly and in good and workmanlike manner any
building or other improvement which may be constructed on said property and promptly restore in like manner any building or other
improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished
herefor, and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements
on said property, Trustor further agrees: To complete same in accordance with plans and specifications satisfactory to Beneficiary, to allow

FLEETWOOD MACHINE PRODUCTS, INC.
11447 Vanowen Boulevard - 28.
North Hollywood, California

April 12, 1966

Mr. Wilfred Turcott
1909 Maple Street
Burbank, California

Re: Redemption of Shares of Stock of
Fleetwood Machine Products, Inc.

Dear Mr. Turcott:

The undersigned corporation, Fleetwood Machine Products, Inc. ("FMP"), hereby offers to redeem all of the issued and outstanding shares of stock of FMP now held by you and your wife in accordance with the following provisions of this letter:

1. Purchase Price: \$167,204.44. This total purchase price has been predicated upon the most recent accurate balance sheet and profit and loss statement of the corporation as of December 31, 1965, and was calculated on the following basis:

Agreed value of assets of corporation, based upon Carl's Machinery Co., Inc. and Forest E. Olson, Inc. appraisals --	\$130,000.00
--	--------------

Plus 1/2 total current assets of --	65,947.54
(This figure includes cash, accounts receivable, work in process, etc.)	
	<u>\$195,947.54</u>

Less 1/2 total current liabilities	25,383.10	
1/2 long term obligations	<u>3,360.00</u>	<u>28,743.10</u>

TOTAL PURCHASE PRICE --	\$167,204.44
-------------------------	--------------

2. Payment of Purchase Price: Payment of the purchase price would be effected in the following manner:

(a) ~~\$20,000.00~~ ^{15,000.00} in cash initial payment.

(b) Direct distribution to you, free and clear of all liens and encumbrances, of the land and buildings now occupied and owned by FMP at the agreed upon value of \$102,500.00 (or at such other agreed upon value as might truly reflect its fair market value and be most advantageous from your tax standpoint).

(c) Transfer to you, free and clear of any claim of FMP, of the policy of life insurance covering your life, at its cash redemption value at the time of distribution, which is now approximately \$5,200.00.

(d) Remaining balance of \$39,504.44 to be paid in equal monthly installments, including interest at the rate of six percent (6%) per annum, over a period of five (5) years. FMP is to have the option of prepaying said balance at any time without penalty.

3. Lease: FMP would lease the real property and improvements from you on the following basis:

(a) Term - Five (5) years, with five (5) year renewal option on same basis.

(b) Rental rate calculated by either of the following alternatives:

(i) Ten cents (10¢) per square foot gross rental for main building, together with necessary parking, with the balance of the buildings to be rented by you at such price and upon such terms as you might determine; or

(ii) FMP would lease the entire property from you at nine cents (9¢) per square foot gross, with the right to sublease and to retain sublease rentals.

(c) Other Terms - The lessee is to have an option to purchase the premises for \$110,000.00, together with an option of first right of refusal to purchase should you earlier decide to sell. Lessee is to be responsible for maintenance of the premises and the air conditioning and heating. All utilities payable by Lessee; lease to have tax increase protection clause.

4. Costs of Redemption: FMP shall be responsible for and shall pay legal fees and accounting fees in relation to the proposed redemption, except that you shall be responsible for any independent attorneys or accountants you might employ.

This offer is subject to compliance with all applicable laws of the State of California. The redemption shall be effected in compliance with the requirements of the Internal Revenue Code, Section 302, so as to assure you capital gains treatment.

If the foregoing offer is acceptable to both you and your wife, would both of you please so indicate by signing and returning two

copies of this letter enclosed herewith. This offer shall terminate fourteen (14) days from its date unless accepted prior to that time.

Very truly yours,

FLEETWOOD MACHINE PRODUCTS, INC.

By _____
Millwood Cooke
President

ACCEPTED AND APPROVED
this _____ day of
April, 1966.

Wilfred Turcott

Mrs. _____
Turcott

IVAN G. MCDANIEL
MARSHALL L. MCDANIEL
LEON L. GORDON
DONALD C. MCDANIEL

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

--Personal and
Confidential---

April 6, 1966

Mr. Millwood Cook
11447 Van Owen
North Hollywood, California

Re: Proposed Redemption of Shares of Stock
of Fleetwood Machine Products, Inc.

Dear Mr. Cook:

This letter is to confirm our recent telephone discussions concerning the redemption by Fleetwood Machine Products, Inc. of all of the issued and outstanding shares of stock of the corporation now owned by Wilfred Turcott.

In connection with this matter, we have been supplied with the report and financial statement of Fleetwood Machine Products, Inc., prepared by B. E. Sewell Co. as of December 31, 1965. We have also consulted the offices of Frye and Coe and have made some investigation of the value of the fixed assets and going business value of Fleetwood Machine Products, Inc.

Based upon the foregoing, it would appear that a reasonable redemption price for all of the issued and outstanding shares of stock of Wilfred Turcott would be as follows:

1. Computation of Redemption Price:

Agreed fair market value of fixed and depreciated assets, prepaid expense and other assets, together with going business value (total book value of these assets is \$100,481.52, and 1/2 of this book value would be \$50,240.76)

--\$130,000.00

Plus: 1/2 total current assets

-- 65,947.54

Less: 1/2 total current liabilities

195,947.54

25,383.10

Less: 1/2 Long Term Obligation

170,564.44

3,360.00

Total Proposed Redemption Price

\$ 167,204.44

#2 - Mr. Millwood Cook
Re: Redemption of Stock
April 6, 1966

2. The capital account of Fleetwood Machine Products, Inc. as disclosed by the December 31, 1965, balance sheet is as follows:

CAPITAL STOCKHOLDERS' EQUITY

CAPITAL STOCK, \$1.00 PAR VALUE

AUTHORIZED 250,000 SHARES	
ISSUED AND OUTSTANDING 106,587 Shares-	\$106,558.13
CAPITAL CONTRIBUTED BY STOCKHOLDERS	6,319.76
EARNED SURPLUS AND UNDIVIDED PROFITS	
DECEMBER 31, 1964	120,550.37
RETAINED EARNINGS, PER ACCOMPANYING STATEMENT	13,823.04
TOTAL	<u>\$ 247,251.30</u>
LESS COMMON STOCK HELD IN TREASURY- 35,520 SHARES AT COST	<u>72,360.90</u>
(Total Earned Surplus	\$ 62,012.51)

We have been advised by Frye and Coe that the earned surplus account of Fleetwood Machine Products, Inc. will have increased somewhat from the December 31, 1965, balance sheet, so that it in combination with a reduction surplus to be created for Fleetwood Machine Products, Inc. would permit a redemption of all of the issued and outstanding shares of stock of Wilfred Turcott for a total redemption price of \$167,204.44. It is doubtful that this total redemption price could be increased much above his foregoing figure by reason of the limitations imposed by the California Corporations Code upon the permissible price at which shares of stock of a corporation may be redeemed.

Assuming that the total redemption price of \$167,204.44 is satisfactory to both the corporation and to Wilfred Turcott, this total redemption price could be paid and for the benefit of Mr. Turcott probably should be paid with not more than 30% of the total redemption price to be paid in the year of the

#3 - Mr. Millwood Cook
Re: Redemption of Stock
April 6, 1966

redemption with the balance to be paid over a period of five years, plus 6% interest.

For the purpose of insuring to Mr. Turcott capital gains and installment sale reporting benefits as permitted by the Internal Revenue Code, Mr. Turcott should concurrently with or prior to the effective date of the redemption of his shares of stock resign all connections with Fleetwood Machine Products, Inc. other than the holding of its promissory note evidencing the obligation to pay the balance of the redemption price for his shares of stock.

For your convenience in this matter, we are enclosing herewith an additional copy of this letter. If there are any questions with regard hereto or if we may be of any further service, would you please advise the undersigned.

Very truly yours,



MARSHALL L. McDANIEL

MLM:va
Enclosure

cc: Frye and Coe
Attention: Mr. Jerry Conrow



December 12, 1972

Mr. Milwood Cooke, Jr.
Fleetwood Machine Products
11447 Vanowen Street
North Hollywood, California 91605

Dear Mr. Cooke:

Here are the basic facts on the property you are leasing:

Land is prox 160'x180' for an area of 28,800 sq.ft. zoned M2-1
Buildings of 8000, 1500 and 2000 sq.ft. have a total area of
11,500 sq.ft.

Assessed value of land is \$14,625 (\$58,500 market by Assessor)
Assessed value of improvements is \$12,500 (\$50,000 market by
Assessor)

Base rent of \$922 per month equals \$11,064 annual rent

Tax overage for 1972-73 tax period will be \$1304

Total rent by Lessee. . . \$12,368

Base Income @ \$922 per month equals \$11,064

Basic Taxes as of 1966-67 tax period 2,188

Net income (not considering insurance) \$ 8,876

Minimum return expected on this type investment would be a
net of 10% which indicates owner is now receiving a 10% return
on \$88,760 (against assessor's market value of \$108,500)

This is contrasted with the rent now being paid which is equal
to a 10% return on a valuation of \$123,680 - however this gross
figure of \$12,368 annual rent for 11,500 sq.ft. computes to a
hair less than 9¢ per sq.ft. which is below market rent. As
separate rentals this property has a potential of producing a
net rental of \$1000 per month against the present \$740 net.

Because you have a firm right of renewal for another 5 years at
the same low rental, I would suggest that you offer the owner a
price of \$100,000, a bargain for you and under his circumstances
a fair price for him - you could go to the market value set by
the Assessor if necessary but I would question the merit of going
any higher. You have the advantage of the fixed low rental for



FLEETWOOD MACHINE PRODUCTS, Inc.

Precision Machine Products

Precision Production Grinding

Complete Assemblies

11447 VANOWEN STREET
NORTH HOLLYWOOD, CALIF. 91605
TELEPHONE 877-3308

June 6, 1973

Mr. Wilfred Turcott
1906 No. Maple Street
Burbank, California 91505

Dear Mr. Turcott:

In accordance with the terms of our lease covering property located at 11447 Vanowen Street, North Hollywood, California, we are hereby notifying you that we are exercising our option to extend the terms of our lease for an additional five years, commencing on the expiration of our original term which is January 29, 1974. Accordingly the revised rental figure will be \$922.50 per month.

Since we have deposited with you as security for our performance the sum of \$3516.68 representing two months rent, we would appreciate the return of \$1671.68 which will then leave our deposit at the required two months limit.

You have previously expressed an interest in disposing of this property. We have had the property appraised and would like to offer you the sum of \$100,000.00 with terms at \$20,000.00 down and a note for the balance payable over five years at 7% interest per annum.

Very truly yours,

FLEETWOOD MACHINE PRODUCTS, INC.

M.W. Cooke
President

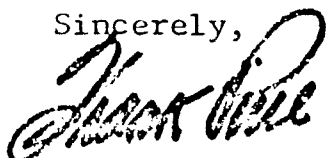
MWC/rr

cc: Jerry Conrow ✓

another 5 years so I would not expect an outside investor to be interested at more than the \$100,000 to give you competition.

Please feel free to call me if any part of my reasoning is not clear to you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frank Pine".

FRANK PINE

FP:s

COPY

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

29 July 1967

Mr. Wilfred Turcott
1906 Maple Street
Burbank, California 91505

Dear Mr. Turcott:

In accordance with the escrow instructions wherein I am the escrow holder, and further in accordance with the agreements between yourself and Fleetwood Machine Products, Inc., we forward herewith the following documents:

- (1) Original fully executed Corporation Grant Deed of Fleetwood Machine Products, Inc. in your favor, dated July 29, 1966.
- (2) Fully executed counterpart of a Lease dated 29 July 1966, between yourself as Lessor and Fleetwood Machine Products, Inc. as Lessee.

You should immediately record the enclosed Corporation Grant Deed in the office of the Los Angeles County Recorder. Please advise me of the recording information concerning said Grant Deed when it is returned to you by the Recorder's office.

By the provisions of paragraph 2 of the Lease, the term thereof commenced on July 29, 1967, and the initial term shall extend to January 29, 1974.

The only additional requirement imposed upon the undersigned as escrow holder is to deliver to you on or about July 29, 1968, the Bill of Sale and Grant Deed covering the improvements located upon the real property described in the Corporation Grant Deed enclosed herewith.

It is my understanding from Fleetwood Machine Products, Inc. that it has commenced lease rental payments in accordance with the provisions of the enclosed Lease.

Wilfred Turcott 7/29/67 #2

Concurrently herewith we have delivered to Fleetwood Machine Products, Inc. two additional fully executed counterparts of the Lease, and we have retained for our files one fully executed counterpart of the Lease.

If there are any questions with regard hereto, or if we may be of any further service, would you please advise the undersigned.

Very truly yours,

Marshall L. McDaniel

MLM:BLD
Enclosures
Certified Mail

cc: Fleetwood Machine Products, Inc.
11447 Vanowen Boulevard
North Hollywood 91605

✓ Mr. Jerry L. Conrow
489-25th Street
Hermosa Beach 90254

October 19, 1966

Mr. Wilfred Turcott
1906 North Maple Street
Burbank, California

Re: Fleetwood Machine Products, Inc.
Stock Redemption

Dear Mr. Turcott:

Enclosed herewith please find an analysis of the agreement between yourself and Fleetwood Machine Products, Inc. I have drawn the analysis directly from the agreements and placed it on a time schedule. From this schedule you may anticipate payments.

If you have any questions please call.

Very truly yours,

FRYE & COE

Jerry L. Conrow
Certified Public Accountant

ff
Encl.
cc: Fleetwood Machine Products, Inc.

SCHEDULE OF PAYMENTS TO TURCOTT, RE.
STOCK REDEMPTION

LINE NO.	(1)			(2)	(3)	(4)
	NATURE OF PAYMENT	PAYMENT DATE	AMT OF PAYMENT			
1	CASH - DOWN PMT.	7-29-66	16640.00			
2	INS POLICIES - DOWN	7-29-66	7150.00			
3	CASH - INTEREST	1-29-67	3888.40			
4	✓	7-29-67	3888.40			
5	DEED - LAND	7-29-67	39000.00			
6	CASH - RENT (LAND)	7-29-67	84.56			
7	✓	8-1-67	1310.92			
8	✓	9-1-67	1310.92			
9	✓	10-1-67	1310.92			
10	✓	11-1-67	1310.92			
11	✓	12-1-67	1310.92			
12	✓	1-1-68	1310.92			
13	✓	1-29-68	2328.40			
14	✓	2-1-68	1310.92			
15	✓	3-1-68	1310.92			
16	✓	4-1-68	1310.92			
17	✓	5-1-68	1310.92			
18	✓	6-1-68	1310.92			
19	✓	7-1-68	1310.92			
20	✓	7-29-68	2328.40			
21	DEED - BLDG	7-29-68	58210.00			
22	CASH - RENT	7-29-68	11344			
23	✓	8-1-68	175834			
24	✓	9-1-68	175834			
25	✓	10-1-68	175834			
26	✓	11-1-68	175834			
27	✓	12-1-68	175834			
28	✓	1-1-69	175834			
29	✓	2-1-69 / 1-1-69	2110008			
30	✓	2-1-69 / 1-1-70	2110008			
31	✓	2-1-70 / 1-1-71	2110008			
32	✓	2-1-71 / 1-1-72	2110008			
33	✓	2-1-72 / 1-1-73	2110008			
34			26541308			

351 668 PL Sec ^{last} 2mo / Dep

Fleetwood Machine Products, Inc.

SCHEDULE OF PAYMENTS TO TURCOTT, RE:

STOCK REDEMPTION

<u>Nature of payment</u>	<u>Payment date</u>	<u>Amount of payment</u>
Cash - down payment	7-29-66	\$ 16,640.00
Insurance policies - down	7-29-66	7,150.00
Cash - interest	1-29-67	3,888.40
Cash - interest	7-29-67	3,888.40
Deed - land	7-29-67	39,000.00
Cash - rent (land)	7-29-67	84.56
Cash - rent (land)	8- 1-67	1,310.92
Cash - rent (land)	9- 1-67	1,310.92
Cash - rent (land)	10- 1-67	1,310.92
Cash - rent (land)	11- 1-67	1,310.92
Cash - rent (land)	12- 1-67	1,310.92
Cash - rent (land)	1- 1-68	1,310.92
Cash - interest	1-29-68	2,328.40
Cash - rent (land)	2- 1-68	1,310.92
Cash - rent (land)	3- 1-68	1,310.92
Cash - rent (land)	4- 1-68	1,310.92
Cash - rent (land)	5- 1-68	1,310.92
Cash - rent (land)	6- 1-68	1,310.92
Cash - rent (land)	7- 1-68	1,310.92
Cash - interest	7-29-68	2,328.40
Deed - building	7-29-68	58,210.00
Cash - rent	7-29-68	113.44
Cash - rent	8- 1-68	1,758.34
Cash - rent	9- 1-68	1,758.34
Cash - rent	10- 1-68	1,758.34
Cash - rent	11- 1-68	1,758.34
Cash - rent	12- 1-68	1,758.34
Cash - rent	1- 1-69	1,758.34
Cash - rent	2- 1-69	1,758.34
Cash - rent	3- 1-69	1,758.34
Cash - rent	4- 1-69	1,758.34
Cash - rent	5- 1-69	1,758.34
Cash - rent	6- 1-69	1,758.34
Cash - rent	7- 1-69	1,758.34
Cash - rent	8- 1-69	1,758.34
Cash - rent	9- 1-69	1,758.34
Cash - rent	10- 1-69	1,758.34
Cash - rent	11- 1-69	1,758.34
Cash - rent	12- 1-69	1,758.34
Cash - rent	1- 1-70	1,758.34
Cash - rent	2- 1-70	1,758.34
Cash - rent	3- 1-70	1,758.34
Cash - rent	4- 1-70	1,758.34
Cash - rent	5- 1-70	1,758.34
Cash - rent	6- 1-70	1,758.34

Fleetwood Machine Products, Inc.

SCHEDULE OF PAYMENTS TO TURCOTT, RE:

STOCK REDEMPTION

<u>Nature of payment</u>	<u>Payment date</u>	<u>Amount of payment</u>
Cash - rent	7- 1-70	\$ 1,758.34
Cash - rent	8- 1-70	1,758.34
Cash - rent	9- 1-70	1,758.34
Cash - rent	10- 1-70	1,758.34
Cash - rent	11- 1-70	1,758.34
Cash - rent	12- 1-70	1,758.34
Cash - rent	1- 1-71	1,758.34
Cash - rent	2- 1-71	1,758.34
Cash - rent	3- 1-71	1,758.34
Cash - rent	4- 1-71	1,758.34
Cash - rent	5- 1-71	1,758.34
Cash - rent	6- 1-71	1,758.34
Cash - rent	7- 1-71	1,758.34
Cash - rent	8- 1-71	1,758.34
Cash - rent	9- 1-71	1,758.34
Cash - rent	10- 1-71	1,758.34
Cash - rent	11- 1-71	1,758.34
Cash - rent	12- 1-71	1,758.34
Cash - rent	1- 1-72	1,758.34
Cash - rent	2- 1-72	1,758.34
Cash - rent	3- 1-72	1,758.34
Cash - rent	4- 1-72	1,758.34
Cash - rent	5- 1-72	1,758.34
Cash - rent	6- 1-72	1,758.34
Cash - rent	7- 1-72	1,758.34
Cash - rent	8- 1-72	1,758.34
Cash - rent	9- 1-72	1,758.34
Cash - rent	10- 1-72	1,758.34
Cash - rent	11- 1-72	1,758.34
Cash - rent	12- 1-72	1,758.34
Cash - rent	1- 1-73	1,758.34
Cash - rent	2- 1-73	1,758.34
Cash - rent	3- 1-73	1,758.34
Cash - rent	4- 1-73	1,758.34
Cash - rent	5- 1-73	1,758.34
Cash - rent	6- 1-73	1,758.34
Cash - rent	7- 1-73	1,758.34
Cash - rent	8- 1-73	1,758.34
Cash - rent	9- 1-73	1,758.34
Cash - rent	10- 1-73	1,758.34
Cash - rent	11- 1-73	1,758.34
Cash - rent	12- 1-73	1,758.34
Cash - rent	1- 1-74	1,758.34
		<u>\$265,413.08</u>

COPY

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

October 11, 1966

Occidental Life Insurance Company
of California
Box 2101 Terminal Annex
Los Angeles, California 90054

Attention: Beneficiary Settlement Department

Re: Wilfred Turcott - Policy No. 4029485

Gentlemen:

Enclosed herewith we are forwarding the original and one (1) fully executed copy of the "Application For Surrender" executed by Wilfred Turcott, the Owner, and Judith A. Turcott, the Beneficiary, of the above mentioned policy.

Our records indicate that said policy is held in your files anticipating the receipt of this application.

If any further action need be taken to obtain a surrender of this policy, would you please advise the undersigned.

Very truly yours,

MLM:va
Enclosures

MARSHALL L. MCDANIEL

cc: Mr. Wilfred Turcott

cc: Mr. Jerry Conrow ✓
Frye and Coe

cc: Fleetwood Machine Products, Inc.
Attention: Mr. Milwood W. Cooke

OCCIDENTAL LIFE INSURANCE COMPANY
OF CALIFORNIA
HOME OFFICE: LOS ANGELES, CALIFORNIA

APPLICATION FOR SURRENDER

NAME OF INSURED Wilfred Turcott
print or type

POLICY NUMBER 4029485

Application is hereby made to OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA for payment of the net cash value of this policy.

THE POLICY IS ENCLOSED.

It is agreed that the entire liability of the Company under the policy, except for the net cash value, is hereby discharged and terminated.

Except as may be stated immediately below, this policy is not now assigned or subject to any lien, and no proceedings in bankruptcy are now pending against the undersigned: (write "none", if that is the case) _____

ANY CHECK ISSUED IN CONNECTION WITH THIS SURRENDER SHALL BE MADE PAYABLE TO THE SOLE ORDER OF THE POLICY OWNER UNLESS SPECIFIED TO THE CONTRARY HERE:

Signed at Wilfred Turcott Wilfred Turcott
signature of policyowner (in ink, as it appears in the policy) Wilfred Turcott
this 6th day of Oct 1967 1906 Mason St
permanent address of policyowner Burbank Ca

IMPORTANT: Citizens or residents of the United States are required by Federal law to enter one of the following owner identification numbers.

FX-6 Personal Privacy

OR

--	--	--	--	--	--	--	--	--	--

SOCIAL SECURITY NO. IF INDIVIDUAL POLICYOWNER

TAX ACCOUNT NO. IF BUSINESS OR LEGAL ENTITY (PARTNERSHIP, CORPORATION, ETC.)

PLEASE READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS SECTION

The undersigned hereby join in and consent to the above request for payment of the net cash value of this policy.

Signature of Witness (See #2 on reverse side)

Judith A Turcott

Signature of Spouse (See #4 on Reverse Side)

Signature of Partner (See #1 on Reverse Side)

Signature of Beneficiary (See #3 on Reverse Side)

Signature of Assignee (See #5 on Reverse Side)

Signature of Partner (See #1 on Reverse Side)

HAVE YOU CONSIDERED THE POSSIBILITY OF MAKING A LOAN AGAINST THIS POLICY RATHER THAN SURRENDERING IT? THIS WOULD PROVIDE YOU WITH READY CASH NOW AND CONTINUED INSURANCE COVERAGE AS WELL



COPY

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

May 24, 1966

Fleetwood Machine Products, Inc.
11447 Vanowen Boulevard
North Hollywood, California 91605

Attention: Mr. Millwood Cooke

Gentlemen:

Enclosed herewith I am forwarding four (4) counterparts of the proposed form of Agreement between Fleetwood Machine Products, Inc. and Mr. Wilfred Turcott to which are affixed Exhibits "A" through "G".

The Agreement achieves the intended result of requiring a payment to Mr. Turcott over the entire term of the Note and Lease of the total sum of \$233,564.96 computed in the following manner:

(a) Original Purchase Price	\$121,000.00
(b) Interest at 8% on \$97,210.00 for one (1) year	\$7,776.80
(c) Interest at 8% on \$58,210.00 for one (1) year	<u>\$4,656.80</u>
Total Interest	12,433.60
(d) Rent 12 months at \$ 1,310.92	\$15,731.04
(e) Rent 48 months at \$ 1,758.34	<u>\$84,400.32</u>
Total Rent	<u>100,131.36</u>
Total	\$233,564.96

The above calculations comply with the work sheet prepared by Mr. Jerry Conrow, a Xerox copy of which is enclosed.

Please review each of the documents relating to this transaction

RECEIVED

MAY 26 1966

FRYE & COE

#2 - Fleetwood Machine Products, Inc.
May 24, 1966

and if you have any questions with regard thereto, please advise me.

Very truly yours,

MLM:va
Enclosures

MARSHALL L. McDANIEL

cc: Frye and Coe
Attention: Mr. Jerry Conrow

COPY

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

--PERSONAL and
CONFIDENTIAL --

RECEIVED

APR 13 1966

April 12, 1966 FRYE & COE

Mr. Milwocd W. Cooke
Fleetwood Machine Products, Inc.
11447 Vanowen Street
North Hollywood, California

Re: Turcott Redemption of Shares

Dear Mr. Cooke:

Enclosed herewith we are forwarding four (4)
counterparts of a proposed letter form of offer
by Fleetwood Machine Products, Inc.

Please let me have any comments or suggestions
you may have with regard to this matter.

We are returning herewith the original Carl's
Machinery Co., Inc. and Forest E. Olson, Inc.
appraisals.

Very truly yours,

MLM:va
Enclosures

MARSHALL L. MCDANIEL

cc: Frye and Coe
Attention: Mr. J. Conrow

COPY

LAW OFFICES
MCDANIEL & MCDANIEL
SUITE 310 TEXACO BUILDING
3350 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
DUNKIRK 1-2177

October 11, 1966

Mr. Wilfred Turcott
1906 North Maple Street
Burbank, California

Re: Fleetwood Machine Products Inc.
Stock Redemption

Dear Mr. Turcott:

In accordance with your request, we have prepared and we forward herewith a Xerox copy of the fully executed Letter Agreement between yourself and Fleetwood Machine Products, Inc. dated June 1, 1966, together with exhibits "A" through "E", inclusive attached thereto.

If we may be of any further service, would you please advise the undersigned.

Very truly yours,

MLM:va
Enclosures

MARSHALL L. MCDANIEL

cc: Fleetwood Machine Products, Inc.
Attention: Mr. Milwood J. Cooke

cc: Mr. Jerry Conrow ✓
Frye and Coe

RECEIVED
OCT 12 1966
FRYE & COE

LEASE
GENERAL

THIS INDENTURE, Made the 15th day of December, 1953.

BETWEEN

Fleetwood Machine Products Inc.
11438 Van Owen Street
North Hollywood, Calif.

Lessor (whether one or more)

AND

Fleetwood Grinding Co. and Allied Precision Products
11441 Van Owen Street
North Hollywood, Calif.

Lessee (whether one or more)

WITNESSETH: That the said Lessor has leased, and by these presents does grant, demise and lease unto the said Lessee, and the said Lessee has hired and taken, and by these presents does hire and take of and from the said Lessor,

700 Square Feet of building located at 11441 Van Owen Street
North Hollywood, Calif. Fleetwood Machine Products Inc. to
furnish 220.00 Power and 120 Single Phase Power to the
main switches only, and supply main switch panel.

with the appurtenances, for the term of One Year commencing
on the 15th day of December, 1953, and ending
on the 15th day of December, 1954, at the total
rent or sum of Nine-Hundred and No/100 Dollars,
payable 2150.00 in advance and on the 15th day of each and every
calendar month of said term in equal monthly payments of
Seventy-Five and no/100 Dollars,

First payment of seventy-Five Dollars due January 15th 1954.

Lessor grants to lessee the option to renew this lease at the
end of the expired term.

AND the said Lessee hereby covenants to pay the said Lessor the said rent, herein reserved
in the manner herein specified. And not to make or suffer any alteration to be made there-
in without the written consent of the Lessor.

AND it is agreed that if any rent shall be due and unpaid, or if default shall be made in any
of the covenants herein contained, then it shall be lawful for the Lessor to re-enter the said
premises and to remove all persons therefrom.

AND THAT at the expiration of the said term or any sooner determination of this lease, the said Lessee will quit and surrender the premises hereby demised, in as good order and condition as reasonable use and wear thereof will permit, damages by the elements excepted. AND if the Lessee shall hold over the said term with the consent expressed or implied, of the Lessor, such holding shall be construed to be a tenancy only from month to month.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Fleetwood Machine Prods. Inc. By Ray H. Martin - wife of Lurcats
Allied Precision Prods. By John L. Baumann
Fleetwood Grinding Co. By Charles B. Stein

ORDER NO.

When recorded, please mail this
Instrument to

No.

LEASE GENERAL

Fleetwood Machine Products Inc.
11439 Van Owen Street
North Hollywood, Calif.

Lessor

To

Fleetwood Machine Co. and
Allied Precision Products Joint
Tenants.
11441 Van Owen Street
North Hollywood, Calif. Lessee

DATED Baumann 15, 19 52

FLEETWOOD MACHINE PRODUCTS

PRECISION SCREW MACHINE PRODUCTS

General Machine Work

Form Tool Grinding

OWEN STREET
WOOD, CALIF.
TANLEY 7-3308

LEASE 1953
FLEETWOOD
LC-

To Wayne L. Mosley
1151 Van Owen Street
North Hollywood, Calif.

Dear Sir:

This agreement entered into this 12 day of December 1953, is based on month to month tenancy, the first and last months rent to be paid in advance, (First months rent to be paid by cleaning house & Grounds). Last months rent by Cash.

All Maintenance costs to be paid by Fleetwood Machine Products Inc.

Sincerely yours:

Fleetwood Machine Products Inc.

By...*Ray H. Martin*.....
Ray D. Martin Sec'y. Treas.

RDM/rm

For Tenant...*Wayne Mosley*.....

For Fleetwood Mach. Prods. Inc.

By...*Ray H. Martin*.....

INSURING AGREEMENTS

- INSURING AGREEMENTS
1. **Coverage A—Bodily Injury Liability**—To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages, including damages for care and loss of services, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person or persons, caused by accident and arising out of the hazards hereinafter defined.
- Coverage B—Property Damage Liability**—To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined.

DEFINITION OF HAZARDS

DIVISION 1. Premises—Operations: The ownership, maintenance or use, for the purposes stated in the declarations, of the premises or property, and all operations which are necessary or incidental thereto.

DIVISION 3. New Construction Operations. New construction operations which are necessary or incidental thereto.

DIVISION 3. New Construction Operations—New construction or demolition operations, including changing the size of buildings or structures, at the premises: (a) by the insured; (b) by independent contractors.

- II. **Automatic Insurance for Additional Premises, Operations and Elevators**—If the named insured acquires ownership or control of other premises or if there be any addition to or change in the operations of the named insured, such insurance as is afforded under Division 1 of the Definition of Hazards applies also to such premises and operations; and if elevators are newly installed at the premises or are in existence at other premises of which the named insured acquires ownership or control, such insurance as is or, (if there is no such insurance), as can be afforded under Division 2 of the Definition of Hazards applies also to such elevators; and such insurance as is or, (if there is no such insurance), as can be afforded under Division 3 of the Definition of Hazards applies also to such other premises. The provisions of this paragraph do not apply:
- (a) unless the named insured notifies the company in writing within fifteen days after such acquisition, change in operations or installation, as the case may be;
 - (b) notwithstanding anything contained in the Condition of this policy entitled "Other Insurance," to loss against which the named insured has other valid and collectible insurance;
 - (c) to Coverage B unless a limit or limits of liability have been inserted against such coverage, in which event, however, Coverage B shall only apply as respects the hazard or hazards against which a premium charge has been inserted for Coverage B in Item 1 of the declarations.
- The named insured shall pay any additional premium required because of the application of this insurance as aforesaid.
- III. **Assault and Battery**—Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.
- IV. **Policy Period, Territory**—This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, Canada or Newfoundland.

DEFINITIONS

- ### DEFINITIONS
1. **Insured**—The unqualified word “insured” wherever used includes not only the named insured but also any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such.
 2. **Premises**—The unqualified word “premises” wherever used in this policy shall mean the premises designated in the declarations and premises to which this policy may apply by virtue of Insuring Agreement II, including buildings and structures thereon and the ways immediately adjoining.
 3. **Elevator**—The word “elevator” wherever used in this policy shall mean any hoisting or lowering device operated between floors or landings and all appliances thereof including any car, platform, shaftway, hoistway, stairway, runway, power equipment and machinery. The following are not deemed to be elevators within the meaning of this definition:
 - (1) Elevator shaftways in which there are no elevators;
 - (2) Dumbwaiters used exclusively for carrying property and having a compartment not exceeding four feet in height;
 - (3) Platform lifts operating in a vertical direction but not through floor or sidewalk hatchways and not used to raise or lower persons or materials from one floor level to another;
 - (4) Hoists located inside the walls of a building and not operated through hatchways or located outside the walls of a building and (a) manually operated or (b) mechanically operated and not attached to the building walls;
 - (5) Hydraulic or mechanical hoists used for raising or lowering automobiles for lubricating or servicing or for dumping material from trucks;
 - (6) Escalators and conveyors used exclusively for freight;
 - (7) Hod or material hoists used in alteration, construction or demolition operations.

EXCLUSIONS

This policy does not apply:

- (A) Under Divisions 1, 2 and 3 of the Definition of Hazards:
- * (1) to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law;
 - * (2) to bodily injury to or sickness, disease or death of any employee of the insurer while engaged in the employment of the insured;
 - * (3) to liability assumed by the insured under any contract or agreement, except a warranty of goods or products.
- (B) Under Division 1 of the Definition of Hazards, to new construction or demolition operations, including changing the size of or moving buildings or other structures, performed by or under contract with the insured;
- (C) Under Divisions 1 and 3 (a) of the Definition of Hazards:
- * (1) to elevators at buildings owned, rented or controlled entirely by the insured, and elevators operated, maintained or controlled by the insured at premises owned, leased or controlled in part by the insured;
 - * (2) to the ownership, maintenance or use, including loading or unloading, of aircraft by or in the interest of the insured;
 - * (3) to the ownership, maintenance or use, including loading or unloading, of the following while away from the premises:
 - * (a) watercraft;
 - * (b) power driven or animal drawn vehicles, draft or saddle animals, including vehicles attached thereto; vehicles from which merchandise is sold; and any other vehicles while rented to another.

This exclusion does not apply:

- (i) to the following described equipment except while towed by or carried on a motor vehicle not so described or while rented to another: any crawler or farm-type tractor, crawler-type power crane or shovel, or crawler ditch or trench digger, any concrete mixer other than a mix-in-transit type, any grader, scraper, roller, or farm implement, any equipment which is designed for use principally off public roads.
- (ii) to the following described equipment while being operated unless such operation is solely for locomotion: any power crane or shovel, ditch or trench digger, air-compressing, building or vacuum cleaning, spraying or welding equipment, or well drilling machinery.
- (4) injury to or destruction of premises alienated by the insured out of which the accident arises;
- (5) to injury to or destruction of buildings or contents thereof arising from the following occurrences however caused, insofar as they occur on or from premises owned by or rented to the insured, except with respect to loss due to fire:
- (I) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, elevator tanks, or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems;
- (II) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems;
- (III) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting or open or defective doors, windows, skylights, transoms or ventilators.
- (6) to the handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the named insured, other than equipment or other property rented to or located for use of others but not sold, if the accident occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the insured;
- (D) Under Divisions 1 and 3 of the Definition of Hazards:
- (1) to operations, if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from premises owned, rented or controlled by the insured, except (a) pick-up and delivery, (b) the existence of tools, uninstalled equipment and abandoned or unused materials; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement.
- (2) to injury to or destruction of property owned, occupied or used by, or rented to, or in the care, custody or control of the insured.
- (E) Under Division 2 to the Definition of Hazards, to injury to or destruction of property owned, occupied or used by or rented to the insured.
- This exclusion does not apply to the following types of written agreements relating to premises or operations insured under the policy: (1) any easement agreement, except in connection with a railroad grade crossing, or (2) any agreement required by municipal ordinance, except in connection with work for the municipality.

CONDITIONS

- CONDITIONS**
- 1. Inspection and Audit**—The company shall be permitted to inspect the premises, operations and elevators and to examine and audit the named insured's books and records at any time during the endorsement period and within one year after termination of this endorsement, in so far as they relate to the premium bases of this endorsement.
 - 2. (a) Limits of Liability (Coverage A)**—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident.
(b) Limits of Liability (Coverage B)—The limit of property damage liability stated in the declarations as "appropriate" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by structural alterations, new construction, or demolition operations.
The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.
 - 4. Notice of Accident**—Upon the occurrence of an accident written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.
 - 5. Premium**—The premium bases and rates for the hazards described in the declarations are as stated in the declarations.
The premium stated in the declarations is an estimated premium only. Upon termination of the endorsement, the earned premium shall be computed as provided in the manuals of liability insurance in use by the company at the inception date of this endorsement. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return the unearned portion to the named insured, but in no event shall the premium retained by the company be less than the applicable minimum premium.
The named insured shall maintain records of the information necessary for premium computation.
 - 6. Policy Provisions**—None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement, except that the insuring agreement entitled "Defense, Settlement, Supplementary Payments" and the Conditions entitled "Notice of Claim or Suit," "Assistance and Cooperation of the Insured," "Action Against Company (Coverage A)," "Other Insurance," "Subrogation," "Changes," "Assignment," "Cancellation," "Termination," "Waiver of Rights," and "Entire Contract" shall apply.

LEASE

GENERAL

THIS LEASE Made this Eight day of February 1974

BETWEEN

MILWOOD W. COOKE and MILDRED A. COOKE

Lessor (whether one or more)

AND

FLEETWOOD MACHINE PRODUCTS, INC.

Lessee (whether one or more)

The Lessor does hereby lease to the Lessee, and the Lessee does hereby hire and take of and from the Lessor, those premises described as:

11447 Vanowen Street, North Hollywood, California

with the appurtenances, for the term of ten years commencing
on the eight day of February 1974 and ending
on the seventh day of February 1984 at the total
rent or sum of Two hundred eighty-eight thousand Dollars,
payable \$2,400.00 in advance on the eighth day of each and every
calendar month of said term in equal monthly payments of
Two thousand and four hundred Dollars,

The Lessee hereby covenants to pay the Lessor the rent herein reserved in the manner herein specified, and not to make or suffer any alteration to be made therein without the written consent of the Lessor.

It is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the Lessor to re-enter the said premises and to remove all persons therefrom.

At the expiration of the term or any sooner termination of this lease, the Lessee will quit and surrender the premises hereby leased, in as good order and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

If the Lessee shall hold over the term with the consent expressed or implied, of the Lessor, such holding shall be construed to be a tenancy only from month to month.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

FLEETWOOD MACHINE PRODUCTS, INC.

James R. [illegible]

STATEMENT

Field Count		
Last Through		
Encumbrance of Record		
New Encumbrance		
Total Consideration		

TO Mr. and Mrs. Milwood Cooke

DOCUMENTS
RECORDED February 8, 1974 19 ESCROW/
LOAN NO. 300-5031

NOTE: The following covers money settlement THROUGH ESCROW/LOAN only.

		DEBITS (PAID)		CREDITS (RECEIVED)	
Deposits				20,000	00
Deposits					
Demand for deed		102,500	00		
Adj. on Loan of Record from \$				82,500	00
PRO-RATIONS	Interest \$	@	%		
	Taxes \$501.16	6	Mo.	1-1-74	To 2-8-74
	1,247.27	6	"	1-1-74	" 2-8-74
	Rents \$		Mo.		To
	Ins. \$		Prem. \$	yr. fr.	to
	Commission				
	Pavoffs Secretary of State				
	Beneficiary's Fee				
	Title Co.'s Charge for Assurance of Title				
	Reconveyance Fee				
				15	00
Revenue Stamps					
Recording Deed				4	00
Recording Trust Deed				4	00
Recording Reconveyance				3	00
Recording Certified copy of Trust Deed				2	50
Taxes					
Assessments/Bonds					
Tax Service					
Insurance					
Real Estate Loan Fee					
Escrow Fee				125	00
Drawing Documents					
Deposited To Acct. Of					
Check				196	38
Balance Due Bank					
IMPORTANT: Save as a record of this transaction.		TOTAL		102,858	88
					102,858

The County Recorder has been advised of the address to which you wish your recorded documents mailed.

[illegible]

here 1. The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage and division thereunder shall be as stated herein, subject to all of the terms of this policy having reference thereto.

Coverages

Item 2. Description of Hazards and Premium Computation				Premium Base:	Annual Rate:	Annual Premium:	
(1) Premises—Operations: Locations and Classifications—(Purposes of Use)				(a) Area (Sq. Ft.)	Coverage A	Coverage B	
(Increase classifications below each location)	Code No.	Part Occupied by Insured	Part Insured	(b) Frontage	(c) Per Sq. Ft. of Area (d) Per linear foot (e) As stated below	Coverage A	Coverage B

near of 11451 Van Owen,
No. Hollywood, Calif.
Buildings or Premises - 29 None Entire (a) 520 .14 .73
Merchandise or manufacturing, (b) 40 .05 2.00
not occupied by the insured

C.C.-(lessor's risk only)

(c) By Insured's Employees	Description of Work	Code No.	Payrol	Each \$100	Each \$100

(d) By Independent Contractors	Description of Work	Code No.	Cost	Each \$100	Each \$100

			Installment Basis		
			In Advance	1st Anniversary	2nd Anniversary
Coverage A Bodily Injury Liability	\$				
Coverage B Property Damage Liability	\$				
Total three year premium:	\$				

THE FOLLOWING INFORMATION IS FOR THE PURPOSE OF MOVING DIAMETER, EXCEEDING COMBINATION, AT ANY LOCATIONS OPERATING UNDER A BOI DISCLOSED ABOVE: CLOSURE

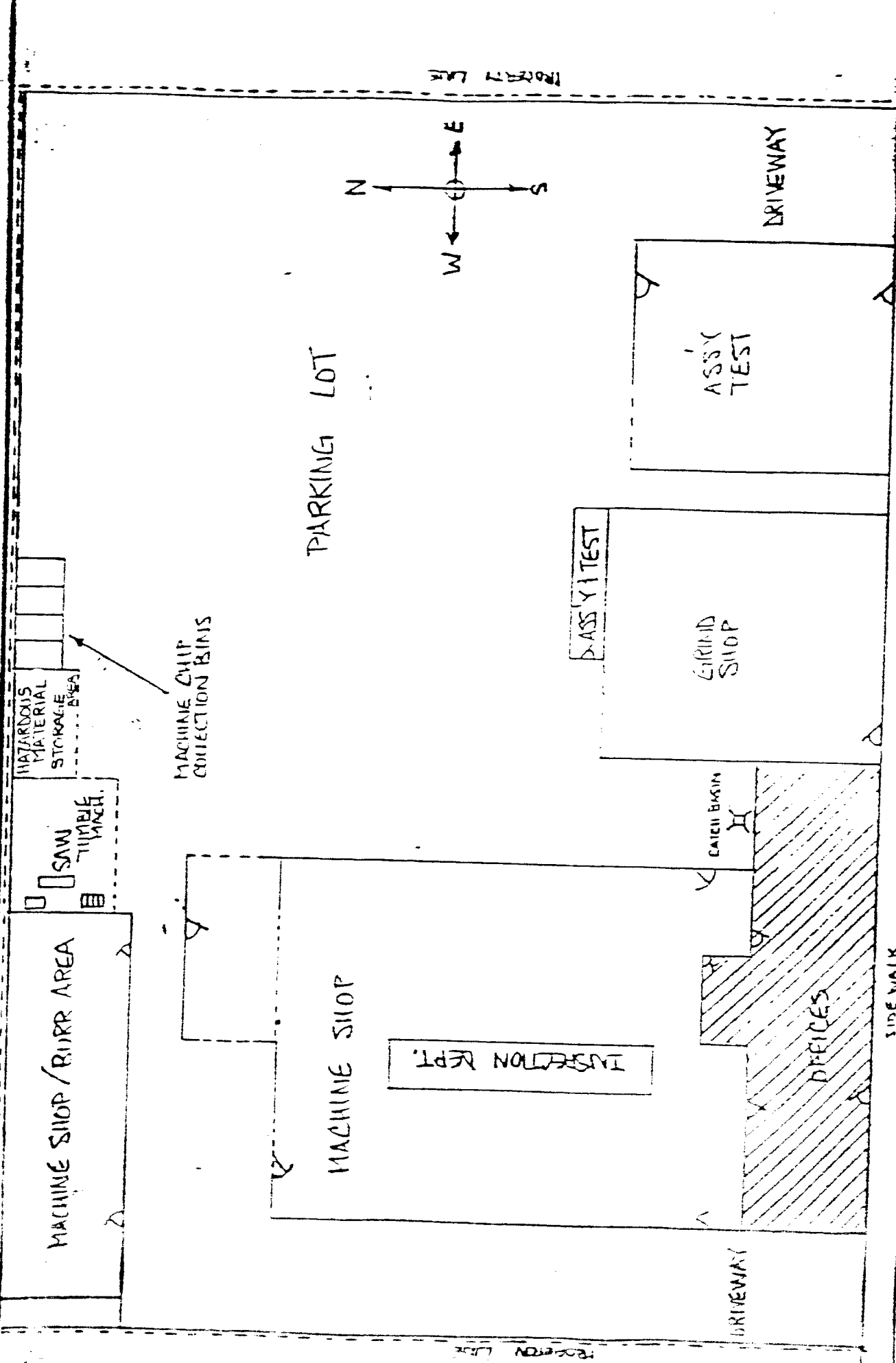
1. NAME OF PERSONS DATE TIME PLACE

Los Angeles, California Date 15th of December 1953

Jack R McLowman

City of Los Angeles Building Dept.
Applicaitions for Alterations on the
Property Located in the 11000 Block
of Vanowen Street. September 13, 1945
to June 29, 1987.

1. 10/13/45 ~~11439 Vanowen~~ F.H. Rolapp Application to erect a new building
2. ? Chester W. Nelson Application to erect a new building
3. ? H. W. Fick Application to erect a new building
4. 6/ 23/55 FMP, Inc. Application to Alter-Repair-Demolish
5. 2/18/57 FMP, Inc. Application to Alter-Repair-Demolish
6. 6/29/76 FMP, Inc. Application to Add-Alter-Repair-Demo.
7. 7/26/75 M. Cook Application to Add-Alter-Repair-Demo.
8. 6/29/87 FMP, Inc. Application for Repair-Demolish



MATERIAL SIZE		MATL. DESCRIPTION	MATL. SPEC.	HEAT TREAT	FINISH
WEIGHT		NOT TO SCALE	DRAWN BY	CHECKED BY	ENGINEER
SCALE			Name	Date	APPROVED
FLEETWOOD MACHINE PROD. INC.			T. DODGE	11-11-71	
11447 VANOWEN ST.					
NORTH HOLLYWOOD, CALIF.					
PROPERTY SPECIAL		PART NO.		FMP-001	

RESEARCH REQUEST

NOTE: ONLY ONE (1) ADDRESS PER REQUEST.
USE A SEPARATE SLIP FOR EACH REQUEST.

ADDRESS 11433 Vanowen

INFORMATION REQUESTED: (CIRCLE ALL APPLICABLE)

^

~m

the center is 146 ft.

0361-4608

[illegible]

3 APPLICATION FOR INSPECTION — ADDITIONAL REPAIRS REQUIRED
CITY OF LOS ANGELES AND FOR CERTIFICATE OF OCCUPANCY DEPT. OF BUILDING AND SAFETY

1. PROPOSITION Applicant to Complete Numbered Items Only. **2**

3. SEE OVER **4. LANKERSHIM RANCH** **5. 7454**
Land & Water Co. **1232**

6. AUTO (TRUCK) REBUILT MOTOR // Electronic Assem **7. M-2-1**
11433 Vanowen St. **8. NH** **9. 11/55**
Tulunga Ave. **10. East Farndale** **11. Int**
Fleetwood Machine Products Inc. **12. 877-3308** **13. 50x260**
11447 Vanowen St. **14. 50x260**

15. VINCENT MEIER **16. CE-14815** **17. 346-7110** **18. 17'**
19. 17' **20. 17'** **21. 17'** **22. 17'**

23. OWNER **24. 11433 Vanowen St.** **25. 11433 Vanowen St.**
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JAN-29-76 30420 Ck VN#33806 G-6 31.45
 JAN-29-76 30421 Ck VN#33806 G-1 37.00

STATEMENT OF RESPONSIBILITY

I certify that in doing the work specified herein I will not employ any person in violation of the Labor Code of the State of California relating to workmen's compensation insurance.

"This permit is an application for inspection, the issuance of which is not an approval or an authorization of the work specified herein. This permit does not authorize or permit, nor shall it be construed as authorizing or permitting the violation or failure to comply with any applicable law. Neither the City of Los Angeles, nor any board, department, officer or employee thereof make any warranty or shall be responsible for the performance or results of any work described herein, or the condition of the property or soil upon which such work is performed." (See Sec. 91.0202 L.A.M.C.)

Signature: *Harold H. Hargre*
 (Owner or Agent having Property Owner's Consent)

Signature/Date

1. ADDRESS APPROVED **2. 11433 Vanowen St.** **3. 11433 Vanowen St.**

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APPLICANT: **3**

CITY OF LOS ANGELES

INSTRUCTIONS: **SEE OVER**

1. PROJECT NAME: **Auto (Tr)**

2. ADDRESS: **11433 Vanowen St**

3. OWNER'S NAME: **Tylerwood**

4. OWNER'S ADDRESS: **11447 Vanowen**

5. ARCHITECT OR DESIGNER: **Vincent M...**

6. CONTRACTOR: **Owner**

7. REASON FOR REQUEST: **Owner**

8. SIZE OF EXISTING BLDG: **38' LENGTH**

9. COURT MATERIAL: **38' LENGTH**

10. ADJ. ADDRESS: **38'**

11. VALUATION TO BE: **3**

12. NEW WORK: **3**

13. TYPE OF BUILDING: **Electronic As...**

14. TYPE OF BUILDING: **III-B**

15. TYPE OF BUILDING: **n/c**

16. TYPE OF BUILDING: **0**

17. TYPE OF BUILDING: **31.45**

18. TYPE OF BUILDING: **PLAN ON**

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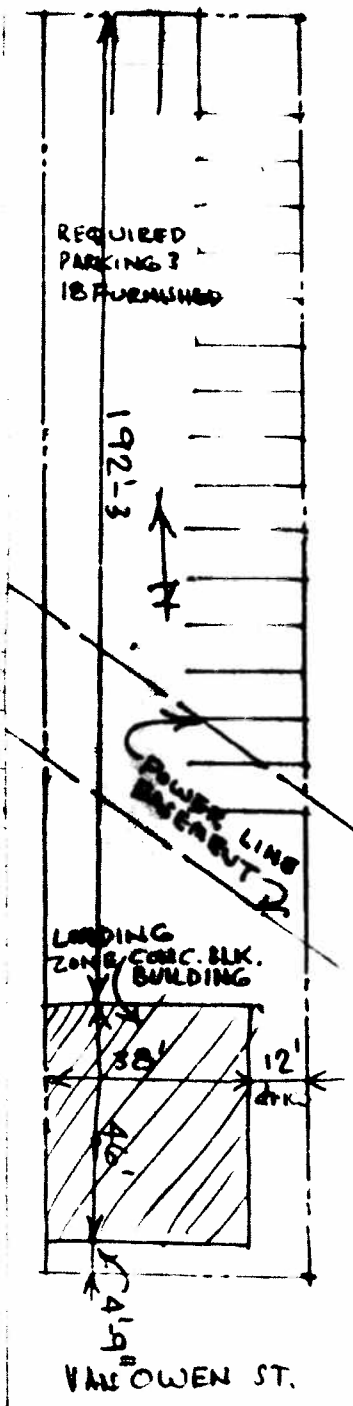
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LANDKERSHIM RANCH LAND & WATER CO.

50' OF S. 200' OF N. 10 ACRES OF N. 1/2 OF SEC 74.

11.05

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Author -

The City

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property

RESEARCH REQUEST

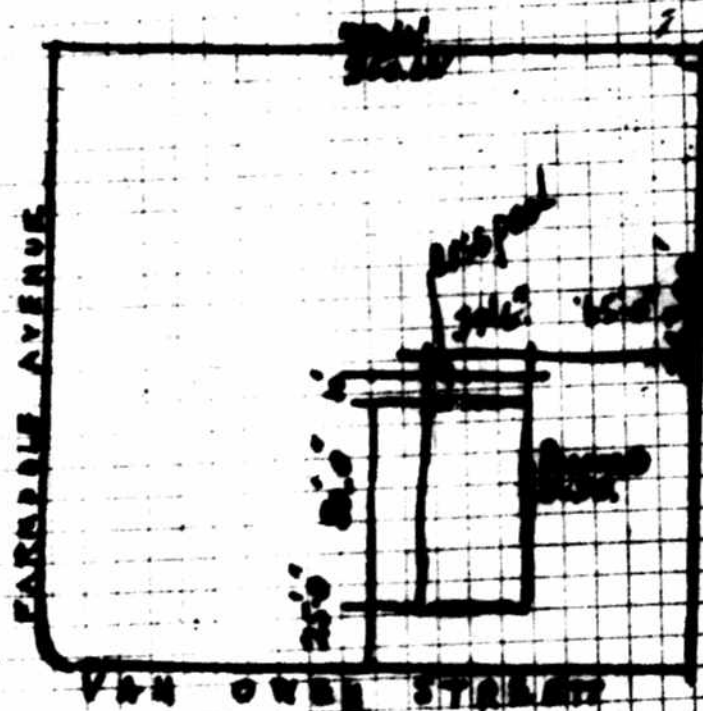
NOTE: ONLY ONE (1) ADDRESS PER REQUEST.
USE A SEPARATE SLIP FOR EACH REQUEST.

ADDRESS 11439 Vanowen St. N.H.

INFORMATION REQUESTED: (CIRCLE ALL APPLICABLE)

- ☒ 1. PERMIT
2. CERTIFICATE OF OCCUPANCY

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RESEARCH REQUEST

**NOTE: ONLY ONE (1) ADDRESS PER REQUEST.
USE A SEPARATE SLIP FOR EACH REQUEST.**

ADDRESS 11447 VANOWEN ST. N.H.

INFORMATION REQUESTED: (CIRCLE ALL APPLICABLE)

- ☒ 1. PERMIT
- ☐ 2. CERTIFICATE OF OCCUPANCY
- ☐ 3. APPROXIMATE AGE OF BUILDING _____
- ☒ 4. ADDITIONAL _____

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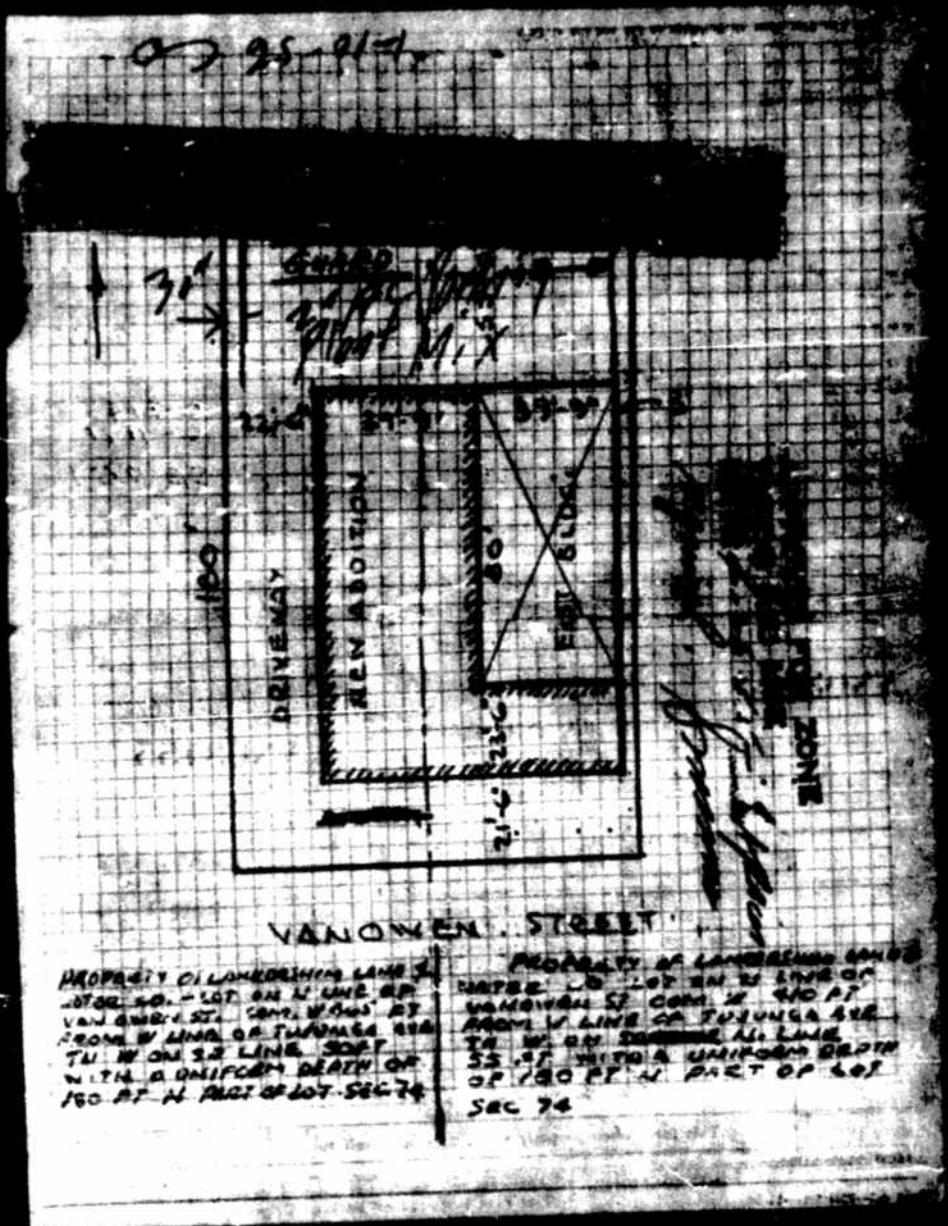
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I certify that in doing
any and every act in
the State of California relating
to the above described
property, I am
the person who
has the right to
do so.

Notary Public
for the State of California

My Comm. Expires

55 3

APPLICATION TO ALTER - REPAIR - DEMOLISH
AND FOR CERTIFICATE OF OCCUPANCY
CITY OF LOS ANGELES

1. **LOCALITY**
See Over

2. **BUILDING ADDRESS**
11447 Vanowen St.

3. **OWNER'S NAME**
Tujunga

4. **PURPOSE OF BUILDING**
Manufacturing

5. **OWNER'S NAME**
Fleetwood Machine Products Inc. ST 73308

6. **OWNER'S ADDRESS**
11447 Vanowen St., No. Hollywood

7. **CITY AREA**
Ayres & Ficks

8. **IN THE YEAR**
None

9. **CONTRACTOR**
Owner

10. **CONTRACTOR'S ADDRESS**
Same

11. **NO. OF STORIES**
2

12. **MATERIAL**
CONCRETE

3 11447 Vanowen St.

VALUATION \$ 3200

DATE 2-13-57

FILE NO. VN45073

FEB 18 1957

13. **VALUATION**
\$ 3200

14. **SIZE OF ADDITION**
26x26

15. **NEW WORK**
EXY. WALLS

I certify that in doing the work authorized hereby I will not employ any person in violation of the Labor Code of the State of California relating to workmen's compensation insurance.

SIGNED: *Michael W. Cook*

This Form When Properly Validated is a Permit to Do the Work Described.

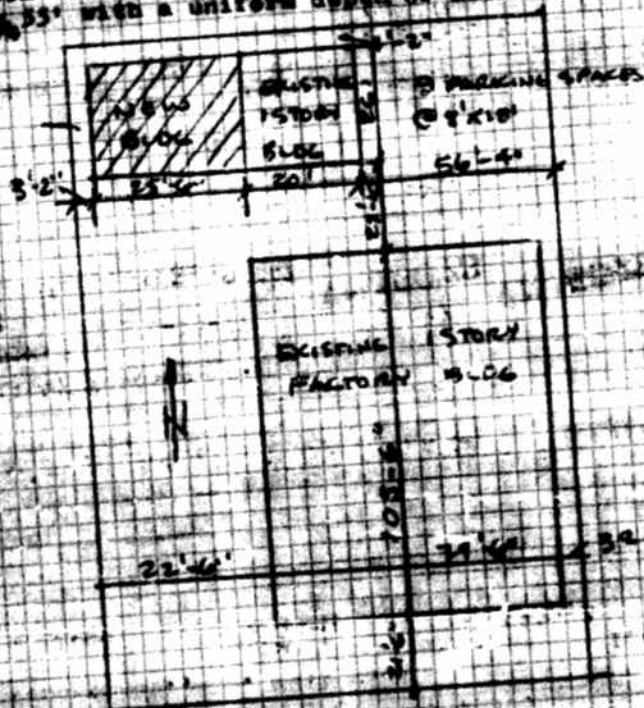
INSTRUCTIONS: 1. Applicant to Complete Standard Form 7580
2. Put Film Stamped on Back of Original.

APPROVED FOR ZONE
YARDS AID USE

REVISION LAND
TO LINE OF
400 FT
JUN 64 412
ALL LINE
FROM DEPTH
OF 60'

22 Jun 57
22 10 3

180' N. Part of Lot Sec. 74.
ON PLOT PLAN SHOW ALL DEEDS ON LOT AND USE OF EACH
Prop. of Lankershim Land & Water Co on N. Line of Van-
owen St. Cor. W. 410' fr W. Line of Tujunga Ave. th W
th S. line 33' with a uniform depth of 180 ft N. part of
Lot Sec. 74.



5-3-57 C.O.

[illegible]

22

20277

STATEMENT OF RESPONSIBILITY
I certify that in doing the work specified herein I will not employ any person in violation of the Labor Code of the State of California relating to workmen's compensation insurance.
"This permit is an endorsement of _____"

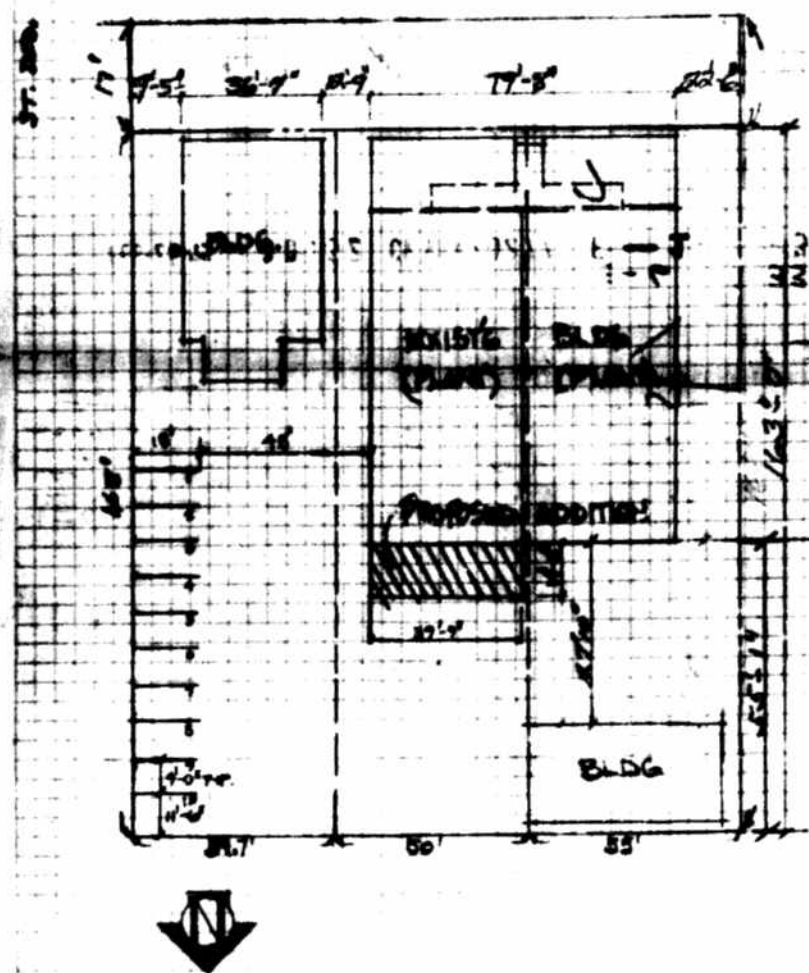
"This permit is an application for inspection, the issuance of which is not an approval or an authorization of the work specified herein. This permit does not authorize or permit, nor shall it be construed as authorizing or permitting the violation or failure to comply with any applicable law. Neither the City of Los Angeles, nor any board, department, officer or employee thereof make any warranty or shall be responsible for the performance or results of any work described herein, or the condition of the property or soil upon which such work is performed." (See Sec. 91.0202 L.A.M.C.)

Signature/Date _____

92107

DIST. NO.
 7466
 1346
 C-2-1
 FINE DIST.
 #2
 LOT (TYPE)
 Int
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 /
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 ZA-9866
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 PLANNED WITH
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 OTHER FOR IN FIELD IN

Property of Lankershim Land & Water Co., Lot on N.
 Line of Vanowen St., Com W. 465' fr. W. Line of Tujunga
 Ave. to W. 84' SD Line, 50' WITH A UNIFORM DEPTH OF
 180' N. Part of Lot Sec. 74.
 Property of Lankershim Land & Water Co., on N. Line of
 Vanowen St. Com W. 410' fr W. Line of Tujunga Ave. the W
 on SD line 55' w/a uniform depth of 180 Ft. N. Park of
 Lot Sec. 74 & the E. 54.72' of W. 799.72' Meas. to & of
 Foothill Ave of S. 20' of the W 10 Ac. meas from E of Vanowen
 St. 7 E 1/2 Lot 74 of Lane. Res. Luv. & W. Co Sub of E
 17000 Ac. of So. 1/2 of Rancho (Ex Mrs. Do San Fernando)
 Exc. Sly 25' included in Vanowen St
 — EXC PORTION FOR ST DEDICATION —
 VANOWEN ST.



violation of the Labor
 approval of an author-
 shall it be construed
 law. Neither the City
 warranty or shall be
 dition of the property

I certify
 Code of
 location
 as author
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 or soil
 Signed
 Bureau of
 Engineering
 S/W #20
 Parcel 11

INSTRUCTIONS 1. Applicant to Complete Numbered Items Only.

1. PERMIT TYPE: **MANUFACTURING**

2. PROJECT NO.: **11447**

3. OWNER'S NAME: **Fleet Wood Machine Products**

4. ADDRESS: **11447 Vanowen St North Hollywood**

5. CITY: **North Hollywood**

6. ZIP: **91605**

7. CONTRACTOR: **John F. Rogers**

8. CONTRACTOR'S ADDRESS: **11447 Vanowen St North Hollywood**

9. CONTRACTOR'S CITY: **North Hollywood**

10. CONTRACTOR'S ZIP: **91605**

11. CONTRACTOR'S PHONE: **347-8705**

12. CONTRACTOR'S BUS LIC NO: **R137113**

13. CONTRACTOR'S ACTIVE STATE LIC NO: **347-8705**

14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING: **\$ 1000.00**

15. NEW WORK (Describe): **prepare opening only for 10' x 10' door**

NEW USE OF BUILDING: **Manufacturing**

TYPE: **NC**

GROUP: **B2**

FLOOR AREA: **17.00**

MAX OCC: **17.00**

STORIES: **1**

HEIGHT: **12**

CONC: **yes**

WOOD: **400**

STREET GUIDE: **yes**

TYPE: **NC**

GROUP: **B2**

FLOOR AREA: **17.00**

MAX OCC: **17.00**

STORIES: **1**

HEIGHT: **12**

CONC: **yes**

WOOD: **400**

STREET GUIDE: **yes**

TYPE: **NC**

GROUP: **B2**

FLOOR AREA: **17.00**

MAX OCC: **17.00**

STORIES: **1**

HEIGHT: **12**

CONC: **yes**

WOOD: **400**

STREET GUIDE: **yes**

DECLARATIONS AND CERTIFICATIONS

LICENSED CONTRACTOR DECLARATION

I hereby affirm that I am licensed under the provisions of Chapter 9 commencing with Section 7000 of the Business and Professions Code, and my license is in full force and effect.

Date: **4/4/87** Lic. Class: **2** Lic. Number: **157113** Contractor: **John F. Rogers**

OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7000.5, Business and Professions Code):

☒ I am owner of the property, or my employee with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7004, Business and Professions Code). The Contractor's License Law does not apply to the owner of property who builds or improves the structure, and who contracts for such projects with a construction bonded person to the Contractor's License Law.

☐ I am exempt under the R & P C. for this reason.

WORKERS' COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self-insure or a certificate of Worker's Compensation Insurance, or a certified copy thereof (Sec. 3200, Lab. C.).

Policy No.: **STATE FUND**

Insured's Name: **STATE FUND**

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this permit is issued, I shall not employ "a person in any manner so as to become subject to the Workers' Compensation Laws of California."

Date: **4/4/87**

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3200, C.C.).

Lender's Name: **State Fund**

Lender's Address: **State Fund**

I hereby certify that I have read this declaration and state that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction, and hereby authorize representatives of this city to enter upon the above-described property for inspection purposes.

I authorize this permit to be an application for inspection, and I agree to comply with all applicable laws, rules, regulations, and orders of the city of Los Angeles and any board, department, officer or employee thereof made any order or shall be responsible for the enforcement of results of any work described herein or the construction of the property or shall upon which such work is performed (Sec. 3200, C.C.).

Signed: **John F. Rogers** Contractor **4/4/87**

RESEARCH REQUEST

NOTE: ONLY ONE (1) ADDRESS PER REQUEST.
USE A SEPARATE SLIP FOR EACH REQUEST.

11451

Vanowen St. N.H.

.. APPLICABLE)

1. **THE**